

CERTIFIED TRANSLATION

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### DECLARATION OF PRINCIPLES

Industrial peace and the best labor-management relations shall be maintained through constructive and goodwill actions, establishing satisfactory conditions for the employer and the worker. The parties declare that collective bargaining for reasonable wages and decent working conditions is an effective means of achieving and maintaining peace and industrial democracy.



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## CONTRACTING PARTIES

THE FIRST PARTY: The Puerto Rico Electric Power Authority, hereinafter referred to as "THE AUTHORITY," represented by its Executive Director by virtue of the authority given to the same under Resolution No. 1559 of the Board of Governors of the Authority.

THE SECOND PARTY: The Puerto Rico Workers Union of the Electric Power and Irrigation Industry (Independent), hereinafter referred to as "THE UNION," represented by the members of the State Council and its advisors.

## ARTICLE I - RECOGNITION OF UNION

The Authority recognizes the Union as the exclusive representative of all workers included in the appropriate unit for purposes of negotiations and collective bargaining in relation to salaries, work conditions, job tenure, claims and grievances and other conditions and provisions affecting the jobs of workers covered by this agreement.

## ARTICLE II - UNION SHOP

Section 1. It shall be a continuous condition of employment for all present and future workers of the Authority covered by this collective bargaining agreement to be members of the Union at all times.

Section 2. **The Authority shall prepare a Payroll and Personnel Action for all Authority workers each time that a personnel transaction is performed. This information shall be provided to the President of the State Council in digital format at the end of each biweekly period.** Said Payroll and Personnel Action shall contain the name, **effective** date, occupation, **title, codification, position number** and place of work. **In case of new workers, the residential address shall be included.** It shall also indicate **the classification of the worker in** accordance with the provisions of Article VI, Classifications.

Section 3. The Authority, at the written request of the Union, shall terminate all employees who do not become or continue to be members of the Union, as applicable.

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Section 4. In the event that a competent body determines that the termination referred to in the preceding section is unjustified or illegal and orders that the worker be reinstated, the Union shall release the Authority from all liability.

Section 5. The affiliated member condition shall be determined by the Union based on its Constitution and Bylaws.

#### ARTICLE III - APPROPRIATE UNIT

Section 1. The appropriate unit referred to in this agreement is composed of all workers, as classified and defined below, employed by the Authority in the operation and maintenance of electrical and irrigation systems, owned by or administered by the latter, and the Engineering Division, including all office clerks, drafters and all other office personnel employed by the Authority in aerial and underground electrical distribution and transmission line and electrical substation construction projects.

Section 2. The appropriate unit shall not include executive employees, administrators, supervisors, confidential employees and all other employees having the power to hire, terminate, promote, discipline or otherwise change the status of employees or make recommendations in this regard. In addition, it shall not include special security employees, employees in charge of surveillance or guards, and all other employees included in other appropriate collective bargaining units already established in the Authority.

Section 3. The term "Operation and Maintenance" consists of all repair, renovation and improvement jobs performed by the Authority to maintain the property in good and efficient operational condition. The term "Operation and Maintenance" shall not include jobs performed in new construction work projects, or extraordinary improvements to the property.

The Authority shall provide to the Union, on or before August 15 of each effective year of the agreement, a list of the extraordinary improvements to the property to be performed during each fiscal year. Said notice shall be given in Spanish. When, based on technical reasons, a translation is not possible,

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at the request of the Union, the Authority shall describe said extraordinary improvement in Spanish.

If, for any reason, the Authority needs to perform an extraordinary improvement that has not been notified as herein provided, it shall be notified as soon as possible before beginning said work. In the event that the Union is not in agreement with the extraordinary classification made by the Authority in relation to any of said work, the Union shall notify it to the Authority in order for the parties to reach an agreement.

For these purposes, the parties agreed on a stipulation dated October 23, 1996, which reads as follows:

The Puerto Rico Labor Relations Board, in a Decision issued on October 26, 1994 (D-94-1231), created a list of criteria to serve as a guide for parties to determine what constitutes "Extraordinary Improvements". Said criteria were the following:

1. The nature of the job to be performed
2. the magnitude and importance of the job
3. the duration or time required to perform it
4. the frequency or occurrence of the job to be performed
5. that the improvement to be performed be outside of what is usual and ordinary
6. how far in advance the job is planned
7. history of work performed by each appropriate unit.

In said Decision, the Board also stated some factors which, in the opinion of the same, were not determining criteria for classification of an improvement as an extraordinary improvement or simply an improvement. Said factors are: specialized personnel, equipment, emergency work or financial investment.

The parties, in order to establish uniform criteria to assess and object to an extraordinary improvement designation, hereby adopt the above-stated criteria to assess the extraordinary improvements notified as of present and the ones notified in the future.

Section 4. The parties agree to create a Committee, which shall discuss the notice of extraordinary improvements and the objections,

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if any, submitted by UTIER according to the criteria herein stated. Each party shall have three (3) people in said Committee.

The Extraordinary Improvements Committee must hold meetings as long as they have yet to discuss and agree on the action to be taken in relation to each of the projects submitted by the Authority.

The Union must object in writing within thirty (30) days from discussion of the extraordinary improvement with the representatives of the Authority stating the reasons and grounds in a detailed manner for each of the objected improvements.

In case of extraordinary improvements notified after August 15, the Union must object to the same within thirty (30) days.

If extraordinary improvements are not objected to as herein provided, they shall be considered as accepted.

Section 5. At the time of holding of Committee meetings, the Authority shall inform in detail, in Spanish, the scope of each project, the period of time that it should take to complete that phase of the project until its conclusion, the estimated necessary personnel, the equipment to be used, the estimated costs and any other information that would reasonably allow the representatives of the Union to submit viable alternatives to carry out the project completely or partially.

The Committee may recommend to the Executive Director that the latter hire temporary and/or emergency personnel or the equipment that is necessary to perform the jobs.

Section 6. No worker included in the appropriate unit may be transferred to an executive or managerial position without the express consent of the same. The Authority shall notify with enough time in advance to the Union **and no later than 10 business days** before offering said position to the worker. The Authority shall provide to the Union a monthly list of workers who have been transferred to managerial or executive positions.

Section 7. When, in accordance with preceding Section 6, a regular worker covered by this agreement is appointed to a position outside of the appropriate unit, the position that the worker used to occupy shall be covered in accordance with the provisions of Article IX of this agreement. **It shall be posted no later than 35 business days from the moment that the position becomes vacant.**

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**Section 8. Note: The full text of the Decision of the Supreme Court in CC-2004-0668 shall be incorporated here.**

IN THE SUPREME COURT OF PUERTO RICO

Puerto Rico Electric Power  
 Authority (AEE, acronym in  
 Spanish)

Respondent

vs.

Workers Union of the Electric  
 Power and Irrigation Industry  
 (UTIER, acronym in Spanish)

Petitioner

No. CC-2004-668

Certiorari

Opinion of the Court issued by Associate Judge FUSTER BERLINGERI

San Juan, Puerto Rico, March 14, 2007.

We have the opportunity to adjudicate whether a controversy regarding an alleged encroachment of appropriate unit is within the exclusive jurisdiction of the Puerto Rico Labor Relations Board.

I

The Workers Union of the Electric Power and Irrigation Industry (hereinafter UTIER) is the exclusive representative of all workers employed by the Electric Power Authority (hereinafter AEE or the Authority) for operation and maintenance of electrical and irrigation systems and the Engineering Division employees.

According to the collective bargaining agreement governing the relations between the parties at the relevant time:

the term "Operation and Maintenance" consists of all repair, renovation and improvement jobs performed by the Authority to maintain the property in good and efficient operational condition. The term "Operation and Maintenance" shall not include jobs performed in new construction work projects, or

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extraordinary improvements to the property. Art. III, sec. 3 of the Collective Bargaining Agreement between the Puerto Rico Electric Power Authority and the Puerto Rico Workers Union of the Electric Power and Irrigation Industry (Independent) (duration May 16, 1992 to May 16, 1998) (hereinafter, Collective Bargaining Agreement between the Authority and UTIER).

In 1997, differences arose between the Authority and UTIER regarding whether certain jobs that were being performed in the Aguirre generating plant of AEE were ordinary or extraordinary maintenance repairs. UTIER challenged the subcontracting of the above-referenced jobs and alleged that those jobs belonged to the appropriate unit represented by the union. The Authority, on the other hand, argued that the jobs in question were extraordinary improvements and therefore fell outside of the jobs belonging to the appropriate unit represented by UTIER. The parties exchanged communications and held meetings to try to solve the controversy but were not able to reach any agreement.

Based on the foregoing, UTIER filed a claim and request for designation of arbitrator with the Bureau of Conciliation and Arbitration of the Department of Labor. In it, it alleged that the “main crane operation jobs belong to the appropriate UTIER unit” and that it was not notified of those jobs as required by the collective bargaining agreement. UTIER based its claim on the sixth article of the collective bargaining agreement, regarding subcontracting. The Authority filed a motion to dismiss for lack of substantive and procedural arbitrability on April 30, 2002.

After the parties agreed to submit the jurisdictional matter via legal briefs, the arbitrator, Brunilda Domínguez González, by way of an arbitration decision dated September 23, 2003, found that she did not have jurisdiction because the claim was not substantively arbitrable. According to her opinion, the foregoing was based on two independent reasons: first, because there was no identity between what was discussed during the pre-arbitration phase and the claim filed, since the communications and the pre-arbitration steps had dealt with the matter regarding extraordinary improvements, not the matter regarding subcontracting; and second, because the parties had excluded the extraordinary improvements from the appropriate unit and said matter was within the exclusive jurisdiction of the Labor Relations Board, by virtue of the collective bargaining agreement and the applicable law.”<sup>1</sup>

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Unsatisfied with the decision of the arbitrator, UTIER challenged the above-referenced decision in the Court of First Instance, Superior Court of San Juan. In a judgment dated January 21, 2003, the trial court dismissed the motion to appeal and affirmed the conclusion of the arbitrator as to the fact that the discussion during the pre-arbitration phases had centered on the extraordinary improvements, a matter that had been excluded from arbitral jurisdiction.

UTIER challenged said decision in the Court of Appeals. The appellate court, through a ruling dated May 28, 2004, stated that it was concerned about the supposed potential implications of the arbitral ruling. It made reference to the fact that because during the discussion the term “subcontracting” did not come up as frequently as the term “extraordinary improvements” it was deduced that the pre-arbitration phases did not deal with subcontracting. In the opinion of the appellate court, said conjecture implied “disregarding the logical scope of the controversy”. However, the Court of Appeals affirmed the judgment of the trial court because it believed that, since the controversy between the parties dealt with the classification of jobs performed as ordinary or extraordinary, it necessary dealt with whether the jobs in question belonged to the appropriate unit. The appellate court managed the situation as if it dealt with an appropriate unit clarification and decided that this type of controversy was within the exclusive jurisdiction of the Labor Relations Board.


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<sup>1</sup> The arbitrator based her decision on the sixth clause of the third article of the agreement, which established as follows:

In view of the fact that current doctrine and legislation establish that the Puerto Rico Labor Relations Board has original and exclusive jurisdiction over controversies related to the appropriate unit, the parties agree to suspend the administrative procedure which existed for this purpose in Sections 3 and 6 of this Article.

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It is also agreed that, if in the future there is a change in the current doctrine and/or legislation allowing for the exclusive jurisdiction of the Labor Relations Board to be shared with other administrative bodies, the suspended procedure and other similar procedure shall be incorporated to the agreement in accordance with the current doctrine and legislation. Art. III sec. 6 of the Collective Bargaining Agreement between the Authority and UTIER, supra.

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On July 23, 2004, UTIER filed a certiorari petition in this court, in which it stated the following assignments of error:

First Error:

The Honorable Court of Appeals erred when it affirmed that, since the controversy submitted for consideration by the Honorable Arbitrator dealt with “extraordinary improvements,” it was a controversy regarding the appropriate unit in relation to which the Arbitrator was prevented from intervening in and assuming jurisdiction, because said controversy was within the exclusive jurisdiction of the Puerto Rico Labor Relations Board, regardless of whether or not the controversy required clarifying positions.

Second Error:

The Honorable Court of Appeals erred when it violated the rule established by the Puerto Rico Labor Relations Board of assigning to the arbitration forum controversies regarding appropriate unit in which the matter in controversy deals with the violation of the collective bargaining agreement and in which clarification of the positions of the appropriate unit is not present.

Third Error:

The Honorable Court of Appeals erred when it violated the due process of law of the Petitioner by depriving it of the right to an evidentiary hearing and deciding that it had been waived by the Petitioner.

We issued the writ on December 3, 2004, the parties appeared to support their positions, and the case was submitted for consideration on March 30, 2005. Below is our decision.

II

The Puerto Rico Labor Relations Act, Law No. 130 enacted on May 8, 1945, 29 L.P.R.A. sec. 61 et seq. (hereinafter the Act), establishes the public policy of the government of Puerto Rico as to employer-employee relations

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and creation of collective bargaining agreements. In this regard, the above-referenced Act emphasizes the achievement of “[i]ndustrial peace, adequate salaries and insurance for employees, as well as the uninterrupted production of articles and services, through collective bargaining” as its main purpose. 29 L.P.R.A. sec. 62(2). It also appoints the Puerto Rico Labor Relations Board as the body with the capacity to ensure compliance with the same. 29 L.P.R.A. sections 64 - 64<sup>a</sup>.

In order to ensure effective collective bargaining, the Act gives to the Labor Relations Board the power to determine and certify the appropriate unit for collective bargaining. 29 L.P.R.A. sec. 66(2). The appropriate unit is the group of jobs or positions having similar interests and characteristics, grouped to collectively bargain the terms and conditions of employment or elect the representative for this purpose.<sup>2</sup> In the past we had already recognized that, in ordinary representation cases, determining an appropriate unit is within the exclusive jurisdiction of the Labor Relations Board. A.A.A. v. Unión Abo. A.A.A., 158 D.P.R. 273, 281 (2002); U.P.R. v. Asoc. Pur. Profs. Universitarios, 136 D.P.R. 335, 345 (1994); Pérez Maldonado v. J.R.T., 132 D.P.R. 972, 979 (1993); J.R.T. v. A.M.A., 119 D.P.R. 94, 99 (1987); F.S.E. v. J.R.T., 111 D.P.R. 505, 514 (1981).

The Act gives to the Board vast discretion to determine what constitutes an appropriate bargaining unit. Some of the factors taken into consideration by the Board are: (1) the promotion of collective bargaining; (2) the history of collective bargaining in the specific business and in the industry as a whole; (3) the integration of work and administration procedures; (4) the skills of employees involved; and (5) the wishes of employees.

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<sup>2</sup> In view of the known origin of our legislation, the following statements apply to the meaning of “appropriate unit”.

- (a) As an incident to conducting a representation election, the [Nacional Labor Relations] Board must determine which group of jobs shall serve as the election constituency. That group of jobs is denoted the appropriate bargaining unit, and the personas employed in those jobs at the time of the election are entitled to vote whether they wish to continue to settle terms and conditions of employment on an individual basis – or, as some would have it, by “unilateral” act of the employer – or whether they wish to have one or another employee representative. A Cox, D. Box, R. Gorman, M. Finkin, Labor Law, Decimoterceraedición, New York, Foundation Press, 2001, pág. 270.
- (b) “Bargaining unit. A group of employees authorized to engage in collective bargaining on behalf of all the employees of a company or an industry sector”. B.A. Garner (ed.), *Black’s Law Dictionary*, Séptimaedición, St. Paul, Minn., West Group, 2000, pág. 116.

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Ordinarily, the decision of the Board regarding which is the appropriate bargaining unit is conclusive, unless said decision is arbitrary or capricious. Rivera v. Junta Relaciones del Trabajo, 70 D.P.R. 5, 12 (1949).

In Pérez Maldonado v. J.R.T., supra, we considered the procedure for clarification of the appropriate unit for collective bargaining. Since our Act does not recognize or deal with the issue resulting from wanting to “add to an appropriate unit certain [positions] which at the time of the petition are not part of it, but which actually should belong to it because they share the same community of interests,” Pérez Maldonado v. J.R.T., supra, page 982, we turned to the practice of the Labor Relations Board and of the federal jurisdiction. By doing so, we validate the clarification procedure and specify the type of situation for which it is available.

It deals mainly with situations: (1) where an employer expands its operations and opens new jobs in its establishment, which are essentially similar to the ones already included in the appropriate unit; (2) where an employer establishes a new branch of the company in which there are jobs identical to the ones included in the appropriate unit; (3) where certain jobs that were previously excluded from the appropriate unit have substantially evolved with time acquiring characteristics which make them very similar to the unit jobs; (4) where a company which had an appropriate unit acquires or merges with another company dealing in the same type of business which had its own

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unit but which disappeared as a result of the merger; [.] (5) where an employer had not informed the union regarding the existence of a specific category of jobs, based on which it had not been included in the definition of the contracting unit. Pérez Maldonado v. J.R.T., supra, pp. 982-3.

Even though we did not specifically state it at that moment, as a result of our decision in Pérez Maldonado v. J.R.T., supra, the Labor Relations Board has continued to be the body with exclusive jurisdiction for decisions regarding appropriate unit clarification. Precisely, the Bureau of Conciliation and Arbitration of the Department of Labor has not intervened in this type of controversy by virtue of its own regulations, which provide that “[t]he arbitration service shall be offered to solve real controversies, not hypothetical controversies. This service shall not be offered to solve controversies involving the clarification or determination of collective bargaining units”. Regulations for Internal Order of Arbitration Services of the Bureau of Conciliation and Arbitration of the Department of Labor and Human Resources of Puerto Rico, No. 2948, January 21, 1983. It makes sense for it to be this way because clarifying entails an analysis that is virtually identical to determining the appropriate unit. To wit, in both cases one must adjudicate which positions must belong to the appropriate unit taking into account the same factors regarding employment characteristics and interests mentioned above.

It should be noted that the appropriate unit is not composed of the employees per se; rather, it is composed of the positions that they occupy. A. Cox, D. Bok, R. Gorman, M. Finkin, Labor Law, Thirteenth Edition, New York, Foundation Press, 2001, page 271. However, it is as a result of an appropriate unit determination or clarification that the employees included in the unit are assigned all of the rights stemming from the Act and the collective bargaining agreement. J.R.T. v. A.M.A., supra, pp. 100-1. This is why it is important for the appropriate unit to be defined in a precise manner and for the duties assigned to each of the positions of which it is composed to be observed.

An appropriate unit encroachment occurs when unit jobs are assigned outside of the same. This specifically takes place when a non-union employee performs duties belonging to a member of the contracting unit. The investigation regarding whether the above-referenced encroachment has taken place is not aimed at determining which positions are or are not contained in the appropriate unit. Based on the foregoing, the Labor Relations Board and the Bureau of Conciliation and Arbitration of the

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Department of Labor, aware of the fact that an investigation regarding a supposed encroachment of the appropriate unit does not adjudicate the advisability of certain positions being a part of it (in other words, does not discuss the composition of the appropriate unit), have consistently maintained that the exclusive jurisdiction of the Board is only as to appropriate unit certification or clarification procedures. Matters related to a possible encroachment of the appropriate unit are adjudicated by the Bureau

of Conciliation and Arbitration. See, e.g.: Electric Power Authority and Unions of Workers of the Electric Power and Irrigation Industry, Case CA-99-23 (Decision of the Puerto Rico Labor Relations Board dated May 18, 2000); Union of Independent Workers of the Electric Power and Irrigation Authority and Union of Workers of the Electric Power and Irrigation Industry, Cases No. A-05-2428 and A-44-99 (Bureau of Conciliation and Arbitration, April 28, 2005); Electric Power Authority and Unions of Workers of the Electric Power and Irrigation Industry, Case No. A-00-1606 (Bureau of Conciliation and Arbitration, August of 2005). Furthermore, the Bureau of Conciliation and Arbitration, by way of a decision of its Director in this regard, has pointed out that **the Labor Relations Board shall not intervene in controversies regarding appropriate units if “they are not related to or do not deal with the clarification of positions of the appropriate unit. In other words[,] when dealing with a matter regarding encroachment of appropriate unit, the forum that shall adjudicate the controversy shall be the one agreed upon under “claims and grievances”**”. In the case of: Electric Power Authority of Puerto Rico and Union of Workers of the Electric Power and Irrigation Industry, Case: Several (Decision of the Director of the Bureau of Conciliation and Arbitration dated May 21, 2003)(emphasis in original and added).

The federal jurisdiction has followed a pattern similar to the one described above. In that jurisdiction, even though the National Labor Relations Board has exclusive jurisdiction to certify or clarify the appropriate unit for collective bargaining, controversies regarding the assignment of duties outside of the appropriate unit are matters for arbitration. In Carey v. Westinghouse Electric Corporation, 375 U.S. 261 (1964), even though the United States Supreme Court recognized the difficulty in distinguishing between cases involving representation and certification of appropriate unit and cases involving assignment of duties outside of the same, it recommended using the voluntary procedures for resolution of disputes, especially arbitration, for disputes regarding assignment of duties. Carey v. Westinghouse Electric Corporation, supra, pp. 261-8. In a case regarding assignment of duties of the appropriate unit to employees outside of it, the Court of Appeals of the United States for the Second

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Circuit indicated that to analyze whether or not the duties assigned belonged to the appropriate unit, the “arbitrator does not need to define the unit or alter its scope”. Carey v. General Electric Company, 315 F.2d 499, 510 (1963).<sup>3</sup>

As decided in Pérez Maldonado v. J.R.T., supra, in this case, the constant practice of the Labor Relations Board and of the Bureau of Conciliation and Arbitration of the Department of Labor, in conjunction with the federal jurisdiction rules, have led us to adopt them as binding in our jurisdiction. **Therefore, we decide that matters related to encroachment of the appropriate unit for collective bargaining fall within the vast jurisdiction of arbitrators, since they do not actually deal with the composition of the appropriate unit, a matter which does fall under the exclusive authority of the Labor Relations Board.**

By deciding so we make sure to promote the government’s public policy of promoting industrial peace and the uninterrupted production of services. 29 L.P.R.A. sec. 62(2). In addition, by deciding so we preserve our public policy of promoting the use of arbitration as the culmination of the collective bargaining procedure and maintain its importance within employer-employee relations. See, e.g., F.S.E. v. J.R.T., supra, page 516.

### III

The collective bargaining agreement that was in effect at the time of the relevant events established all matters related to subcontracting of jobs in its fourth article. Specifically, it provided that “the Authority shall not be able to subcontract jobs or duties related to the operation and maintenance of the Appropriate Unit,” except in certain circumstances listed in the article. Art. IV of the Collective Bargaining Agreement between the Authority and UTIER, supra. Furthermore, the collective bargaining agreement clearly provided that

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<sup>3</sup>It is true that only the Board can conclusively define the scope of the bargaining unit, just as the Board is the authority for the definition of unfair labor practices. But an arbitrator, in determining whether a party has violated the collective bargaining agreement, does not define an unfair labor practice; nor need he necessarily, in construing the employer’s contractual obligation to recognize the union as the bargaining agent in the unit delineated by the Board, define that unit or alter its scope. The grievances under examination, and the contract provisions which will have to be interpreted in the course of arbitration, are quite familiar in the context of work assignment disputes. Carey v. General Electric Company, 315 F.2d 499, 510 (1963).

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in case of discrepancies in relation to subcontracting of certain duties mediation by an impartial third party designated by the Secretary of Labor would be used. *Id.* There is no doubt then that the controversies regarding subcontracting between the Authority and UTIER are arbitrable.

However, and actually with knowledge of the foregoing, the Court of Appeals provided in its decision that the matter in question fell within the exclusive jurisdiction of the Labor Relations Board. It believed that, since it dealt with subcontracting of supposed extraordinary improvements, adjudicating it necessarily entailed defining which

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Assignment disputes. Carey v. General Electric Company, 315 F. 2d 499, 510 (1963).

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duties belonged to the appropriate unit. The appellate court based its decision on the sixth clause of the third article of the collective bargaining agreement, already cited. The decision of the appellate court is wrong.

Based on the clear terms of the collective bargaining agreement between the parties, extraordinary improvements were not included in the appropriate bargaining unit. Precisely for this reason they had to be subcontracted. Notwithstanding the foregoing, the fact that the arbitrator had to determine whether a certain duty could be subcontracted and, consequently, decide whether or not it was a duty assigned to the appropriate unit, was not equivalent to adjudicating which positions it was composed of. Below is a step by step discussion of the matter.

The determination regarding which positions the appropriate unit consisted of had to be made, by definition, before the negotiation of the collective bargaining agreement that we are considering on this day. In any case, and in some of the suppositions already listed, what would take place after the certification of the appropriate unit would be a procedure for clarification of the unit. However, the investigation of the judge in this case is neither of the two, since it does not deal with employment characteristics or interests. When examining whether a certain duty constitutes an extraordinary improvement that may be subcontracted, the arbitrator only had to analyze the duties **already defined** for the appropriate unit. This does not require a clarification; rather, it requires an interpretation of the collective bargaining agreement, which is a matter for arbitration.

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Based on the foregoing, we conclude that, in cases such as this one, in which subcontracting is challenged based on allegedly constituting an encroachment of the duties of the appropriate unit, the controversy does not deal with the composition or clarification of the same. Consequently, the matter is within the complete jurisdiction of the arbitration procedure. On the other hand, cases which apparently deal with subcontracting and extraordinary improvements, but whose essential purpose is to clarify the positions of which the appropriate unit is composed, shall be within the exclusive jurisdiction of the Labor Relations Board. Based on the foregoing, **arbitrators may not summarily dismiss claims regarding extraordinary improvements. They must receive evidence in order to determine whether they actually contain a controversy regarding encroachment of appropriate unit, or whether they deal with clarification of the unit. Once they have received the evidence, and in accordance with this decision, arbitrators shall decide whether or not they have jurisdiction to consider the controversy.**

The Court of Appeals erred when it decided that the controversy was within the exclusive jurisdiction of the Puerto Rico Labor Relations Board merely based on the fact that it dealt with extraordinary improvements.

#### IV

Based on the foregoing, the decision of the Court of Appeals, Judicial Region of San Juan, is revoked, and the controversy is remanded to the Bureau of Conciliation and Arbitration of the Department of Labor and Human Resources of Puerto Rico for consideration.

The corresponding judgment shall be issued.

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JAIME B. FUSTER BERLINGERI  
 ASSOCIATE JUDGE

IN THE SUPREME COURT OF  
 PUERTO RICO  
 Electric Power Authority (AEE,  
 acronym in Spanish)

Respondent

vs.

Workers Union of the Electric  
 Power and Irrigation Industry  
 (UTIER, acronym in Spanish)

Petitioner

No. CC-2004-668

Certiorari

JUDGMENT

San Juan, Puerto Rico, March 14, 2007.

Based on the grounds stated in the preceding Opinion, which is made a part of the present Judgment, the decision of the Court of Appeals, Judicial Region of San Juan, is revoked, and the controversy is remanded to the Bureau of Conciliation and Arbitration of the Department of Labor and Human Resources of Puerto Rico for consideration.

So stated and ordered by the Court and Certified by the Clerk of the Supreme Court.

Chief Judge Hernández Denton dissents from the Opinion of the Court based on believing that Art. III of the Collective Bargaining Agreement of the Electric Power Authority and the Workers Union of the Electric Power and Irrigation Industry specifically excludes from the scope of the same “extraordinary improvements to the property”. According to Chief Judge Hernández Denton, the arbitrator correctly concluded that she did not have jurisdiction to adjudicate the claim filed by the Union. Therefore, he would affirm the Decision of the Court of Appeals which refused to revoke the decision of the arbitrator.

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Associate Judge Rivera Pérez dissents without opinion.

Aida Ileana Oquendo Graulau  
Clerk of the Supreme Court

**Section 9.** The parties also agree that, as to illicit work practice charges filed with the Puerto Rico Labor Relations Board alleging encroachment of the appropriate unit and not needing clarification of the positions of the above-referenced appropriate unit, UTIER shall request that the Board refer those illicit practice charges to the arbitration forum.

**Section 10.** The parties specifically recognize that, according to the decision of the Supreme Court of Puerto Rico in CC-2004-0668, controversies regarding appropriate unit not needing clarification of the positions of the same shall be within the jurisdiction and competence of the arbitration forum under the procedure contemplated in Article XXXIX, Section 12, of the Collective Bargaining Agreement.

**Section 11.** As a general rule of interpretation and application of this Article, "Extraordinary Improvements" shall not include emergency jobs that are inherent to the services provided by the Authority. The parties recognize that there may be exceptions to this General Rule. If they arise, they shall be notified and discussed in accordance with the provisions of the collective bargaining agreement. In cases in which the Authority notifies an emergency job as an "extraordinary improvement" **or assigns the jobs classified by the Authority as extraordinary improvements [to] personnel from another appropriate unit or to external Authority personnel and they are adjudicated in accordance with the provisions of the preceding sections as jobs belonging to the appropriate UTIER unit**, the Authority shall be obligated to pay the penalty provided in Article IV, Section 3, of this Collective Bargaining Agreement.

#### ARTICLE IV - SUBCONTRACTING (To be considered by the Labor Relation Board)

**Section 1.** During the effective period of this agreement, the Authority shall not be able to subcontract operation and maintenance jobs or duties of the Appropriate Unit, as defined in Article III of this agreement, except:

- A. When there is a need to perform an occasional job or duty requiring specialized equipment the acquisition of which by the Authority would not be justified.

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- B. When there is a need to perform an occasional job or duty requiring the intervention of skilled personnel that is not available in the appropriate unit, in the registry of temporary eligible personnel or in the registry of eligible candidates of the Personnel Office.
- C. When there is a need to perform an occasional job or duty requiring the acquisition of facilities that are not available and the acquisition of which by the Authority would not be justified.
- D. When there is an imminent risk to the continuity of the electric power service or when it is interrupted and it is not possible to perform the necessary jobs or duties with personnel available in the appropriate unit, in the registry of temporary eligible personnel, in the registry of eligible candidates of the Personnel Office, or with emergency workers.
- E. Motor vehicle maintenance and repair jobs in accordance with the provisions of Section 3 of this article.**

Section 2. In the cases provided in paragraphs (A), (B) and (C) **and (E)** of the preceding Section, the Authority shall notify them to the Affected Chapter President immediately in order to have a meeting to determine whether the circumstances justifying subcontracting exist; it is also provided that, whenever possible, the Authority shall notify the supposed subcontracting at least thirty (30) days in advance. Said notice shall indicate the specialized equipment the acquisition of which by the Authority is not justified, the skilled personnel required and the grounds to determine that it is an occasional job or the unavailable facilities that are necessary to carry out the jobs. In the case provided in paragraph (D), when notifying the Union regarding subcontracting in advance is not possible, the Authority must do so as soon as possible and never more than twenty-four (24) hours following subcontracting.

Section 3. **The jobs to maintain and repair the motor vehicles owned by the Authority belong to the employees of the Appropriate UTIER Unit who work in the Auto Repair and Mechanic Shops of the Authority. Said jobs are necessary to guarantee the services of the Authority; therefore, it is indispensable to have sufficient personnel skilled in the latest technological advances, and to have the necessary tools, equipment, parts and facilities to carry out said jobs efficiently.**

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- A. For the purpose of carrying out the jobs to maintain and repair said motor vehicles, the Authority:**
- 1. Shall continue to have the existing Auto Repair and Mechanic Shops and, if deemed necessary, shall create additional shops.**
  - 2. Within a period of (45) days from signing of the Collective Bargaining Agreement, the Authority shall post the vacant positions that are necessary for the adequate operation of said shops.**
  - 3. All positions belonging to the employees who work in the Auto Repair and Mechanic Shops of the Authority and which subsequently become vacant shall be subject to the provisions of preceding paragraph A-2 of this Section.**
  - 4. The Authority shall offer continuous training to the union employees of the Auto Repair and Mechanic Shops and shall have the tools, parts, equipment and facilities that are necessary to perform their work. The training offered by the Authority to Automotive Technicians shall be free of charge to the employee. In cases in which the Authority determines that it is necessary to take training that cannot be offered by the Agency, the employee shall be sent to take it free of charge.**
  - 5. The Authority agrees to pay to the employees occupying Automotive Technician positions a maximum of \$400.00 dollars for payment of necessary Continuing Education courses required for renewal of Automotive Technician license and/or annual association membership subject to the following provisions:**
    - 1. A written request to the Director of Administrative Services.**
    - 2. The \$400.00 contribution shall be reimbursed by the Authority within thirty (30) days following submission of evidence of enrollment. Said amount may be used to pay for the courses required for renewal of licenses and/or pay for association membership.**
    - 3. An employee who finishes the course must provide evidence of credits obtained. If the employee does not pass the course, he or she must reimburse to the Authority the money paid by the Authority.**
    - 4. If the employee resigns from his or her job during the five (5) years following enjoyment of this benefit, he or she shall reimburse the payment made by the Authority during the five (5) preceding years.**

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- B. In all cases in which the Authority intends to subcontract jobs corresponding to the Appropriate Unit, it must comply with the provisions of this Article in Section 1 and present Section 3. The Authority may only subcontract the following jobs in the Auto Repair and Mechanic Shops:**
- 1. Annual compulsory inspections that are necessary to renew vehicle registration stickers.**
  - 2. Certifications from the manufacturer that are required as a result of variations in the original specifications of the specialized hydraulic equipment of vehicles.**
  - 3. Occasional replacement of front and back motor vehicle windows.**
  - 4. Occasional motor vehicle upholstery jobs.**
  - 5. Occasional reconstruction of injection pumps and electronic or mechanical injectors.**
  - 6. Occasional repair of motor vehicle radiators.**
  - 7. Occasional reconstruction of the following electrical components: starter, alternators and windshield wiper motors.**
- Any other type of subcontracting of jobs belonging to the Auto Shops, which the Authority intends to carry out, must strictly comply with the provisions of Section 1 or 6 of this Article.**
- C. Even if the parts or components mentioned on preceding paragraphs number 5, 6 and 7 may be reconstructed or repaired by subcontractors, the job of disassembling and installing said parts or components again shall belong at all times to the members of the Appropriate UTIER Unit.**
- D. The exceptions mentioned on Paragraph B of this Section shall be subject to and conditional on the technology available as of present. In the event that the available technology and the manner of doing the job evolves making it possible for said jobs to be totally or partially performed by personnel of the Appropriate Unit, the Authority agrees that those jobs shall be assigned to the personnel of the Appropriate UTIER Unit.**

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Section 4. If there is no agreement between the parties as to whether the circumstances justifying subcontracting exist, in an immediate fashion the Union shall request and the Authority shall agree to submit the matter for consideration by an impartial third party designated by the Secretary of Labor. This shall not prevent the Authority from subcontracting the job or task if it deems it urgent and necessary for the best and most efficient public service.

If the third impartial party believes that the alleged circumstances do not justify subcontracting, it shall order the Authority, if a subcontract was executed by the latter, to compensate the Union in an amount equal to fifteen percent (15%) of the cost of labor incurred by the subcontractor for the job performed, which for purposes of this compensation is set by the parties at fifty percent (50%) of the total cost of the work. In said case, upon conclusion of the work, the Authority shall abstain from renewing the subcontract and, if it had not executed a subcontract, it shall abstain from doing so. If the above-referenced notice is not given, payment of the compensation herein established must be made.

Section 5. When the terms "subcontracting" and "subcontract" are used in this Article, they shall be considered to include, without limitation, any formal agreement, service order, verbal agreement, or any other formal or informal subcontracting method.

Section 6. Notwithstanding the provisions of this Article, the Authority and the Union recognize the high probability that a circumstance may arise not provided by the parties which could result in subcontracting. In such a case, the Authority and the Union shall meet in order to try to reach an agreement as to this issue. If the parties are not able to reach an agreement, the procedure established by this Article shall be followed.

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## ARTICLE VI - CLASSIFICATIONS

Section 1. Employees included in the appropriate Unit are classified as regular, special regular, and non-regular.

Section 2. Regular employees are those who have received a definitive or probationary appointment to fill a regular position.

Section 3. Special Regular Employees

- A. The Authority shall grant appointment as a Special Regular Employee to any temporary employee who has worked as such for the Authority for twenty-four (24) continuous months or more in the appropriate Unit of Operation and Conservation. In those cases of temporary employees with appointments as Powerline Technicians, the term to attain the Special Regular appointment will be 12 continuous months in these functions. For the purposes of this appointment, continuity in the job shall be deemed interrupted when the temporary employee is suspended for a period of ninety (90) days or more. For the purposes of the accumulation of time worked, the time included in the appointments extended to the employee during the period of twelve (12) or twenty-four (24) months, as appropriate, shall be considered.
- B. The appointment as Special Regular Employee shall be granted under the following conditions:
1. It will be granted at the corresponding recruitment salary (R-3) of the occupational group corresponding to the position that he/she is performing at the time the appointment is granted. If the employee is not performing the job of an established position, but is performing additional or accumulated work, the appointment will be made at the corresponding recruitment salary (R-3) of the occupational group to which the assigned functions correspond.
  2. One (1) year after the date of his/her appointment as a special regular employee, he/she shall be awarded the definitive salary

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of the occupational group corresponding to the duties he/she is performing or to the position whose duties he/she is performing.

3. The appointment as Special Regular Employee will be in force until the employee is awarded a regular position in accordance with the provisions of the current collective agreement. Until the Special Regular Employee is awarded a regular position, the Authority shall assign him/her where necessary, with priority within the Chapter, to carry out functions or perform work of a vacant regular position or a regular position whose incumbent is not working, provided that the employee is qualified to perform the same. In these cases, the appointment in each assignment will be extended under the conditions established in subsections 1 or 2. If these assignments involve a change of office or locality, said employee will not be entitled to per diem allowances for such concept or to transportation or transfer expenses, nor to the payment of liquidated damages.

If the Special Regular Employee does not accept the duties assigned to him/her, nor the assignment to a certain position as Special Regular Employee, he/she shall cease to be employed and shall be included in the register for eligible temporary employees, losing/her his time of service (seniority) and, as such, all the provisions that, for those employees, exist in the collective agreement in force shall apply to him/her.

The Authority will assign a permanent work area to the special regular employees at Conservation of Power Generation Plants and Hydro Gas and Electricians at Conservation of Power Generation Plants. Following such assignment, these employees shall be entitled to the payment of per diem allowances and transportation expenses as provided

in Article XXXV of this Agreement. This assignment shall be in accordance with a procedure agreed upon by the parties.

4. The Authority shall grant the Special Regular Employees the salary increase for years of service, according to the salary scales in force. Every five (5) years from the date of his/her appointment as a regular or special regular employee.
5. Any Special Regular Employee, who, at the date of signing this agreement and subsequently, meets all the requirements

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listed below, will have a regular position created and awarded without being published:

- a. He/she have accumulated three (3) or more uninterrupted years as Special Regular Employee, excluding unpaid absences and those due to work-related accidents. In the case of Special Regular Employees with appointment as Powerline Technicians, the term will be two (2) years.
  - b. He/she is performing functions of a non-existent position for an effective and uninterrupted period of twelve (12) months.
  - c. The position will be created in accordance with the title, classification, duties, and requirements corresponding to the functions that the Special Regular Employee have been performing.
  - d. The Special Regular Employee meets all the requirements of such position.
- C. The Special Regular Employee shall enjoy all the benefits provided by the collective agreement in force for Regular Employees, except those provisions that, due to their nature as Special Regular Employee, do not apply to them in compliance with the conditions required in particular by the collective agreement. For the purposes of awarding vacancies published, they will compete as Regular Employees in accordance with the provisions of Article IX, Vacant and Newly Created Positions.

Section 4. A regular position is one that is created due to a continuous need and that has a permanent nature.

Section 5. The Authority will create regular positions for all those functions that have been carried out by a temporary employee for one (1) year or more and will publish and award them according to the collective agreement in force. This provision shall not apply to the functions performed by temporary employees who work in the area of conservation. For the purposes of computing the year, the time during which a temporary employee performs functions of an existing position will not be considered.

Section 6.

- A. The following are conditioned regular positions:

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1. That regular position that is vacant when a regular worker is assigned to be trained for promotion to a higher position with duties of a nature other than those of the position that he/she occupies and that position that is conditioned subject to the approval of training, in accordance with Article VII of this agreement.
2. That regular position that is vacant when the incumbent of the position has been called for a year or more to active duty in the Armed Forces of the United States of America. In the event that the duty call is for less than one year, the vacancy shall be filled by substitution with a regular worker pursuant to Section 16 of this Article.
3. Those regular positions that are conditioned to comply with the provisions of Section 3 of Article X of this agreement on Employment Stabilization.
4. That newly created position that, as determined by the Authority and the Union, is set up to address a need that is not permanent, but that requires it for more than one (1) year, not exceeding three (3) years; given that, after the period of three (3) years, the Authority and the Union shall meet to determine the need for such regular position to remain conditioned. As soon as it is determined by the Authority and the Union that the functions to be performed will be extended by one (1) year or more, the conditioned position will be created. If the parties determine at the second meeting that the need for the position should be extended beyond a maximum of three (3) years, the Authority shall eliminate the condition of such regular position.
5. That regular position that needs to be conditioned in accordance with the provisions of Article XLII of this agreement.

When the Authority has a need to condition a vacant or newly created position, it shall notify the corresponding Chapter President and the President of the State Council in advance in regards to the reasons for conditioning the position.

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- B. The appointment and selection of the candidate to occupy a conditioned regular position shall be done in accordance with the provisions of Article IX, unless otherwise provided in this agreement.
- C. In those cases in which, at the end of the conditioned period, the affected regular workers are reinstated to their previous positions and salaries, the time served in the conditioned regular position will count for promotion purposes and to receive increases for years of service in their previous position.

Section 7. Non-regular workers are classified as temporary and emergency workers.

Section 8.

- A. Temporary workers are those who have been appointed to perform work for a predetermined period for the following purposes:
  - 1. Substitute a regular employee that is absent.
  - 2. Carry out work associated to a vacant regular position while the candidate is selected to assume it.
  - 3. Address additional or accumulated work.
- B. In these cases, the appointment in favor of the temporary worker will be extended to cover the position of lesser classification within the affected section and the place with the highest ranking will be temporarily covered with trained regular workers in the section.

Section 9. The Authority may designate emergency workers for a period not to exceed ninety (90) calendar days. If the emergency exceeds the established term of ninety (90) calendar days, at the expiration of that term, the worker will be replaced by a candidate selected from the Registry of Temporary Workers, if any. If temporary workers are not available in the Registry, the appointment of the emergency worker shall be extended for an additional period not exceeding thirty (30) calendar days.

After the last term of thirty (30) days, an appointment as a temporary worker will be extended to him/her as long as his/her services are necessary.

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For the purposes of this provision, an emergency is defined as a disaster caused by nature or an internal irregularity in the properties of the Authority that disrupts or imminently endangers the electric power system.

Section 10. All applicants for probationary or temporary appointments must first have passed the examinations required by the Authority. In the case of temporary employees who aspire to a probationary appointment, they will be subject to the examinations required by the position. In such cases, the results of the examinations shall be notified to the Union, the corresponding Union Chapter President, and the applicant within fifteen (15) days following the date of the examination.

Section 11. The probationary period to occupy a permanent position shall be three (3) months.

Any worker that completes the probationary period satisfactorily will be extended an appointment as a regular employee, effective on the payment period closest to the expiration of that period.

Section 12. Every worker who receives a definitive appointment will be assigned the salary corresponding to the definitive pay of the occupational group of the position for which he is appointed.

Section 13. If, at any time during the probationary period and no later than thirty (30) calendar days prior to expiration of the probationary period, the supervisor estimates that the services of a probationary employee are not satisfactory, the Union Chapter President will be immediately notified to jointly conduct an investigation before reaching the conclusion of separating the employee.

If the supervisor and the Union Chapter President cannot agree, the case will be appealed to the higher scales of responsibility and, if not resolved on those scales, it will be taken on appeal for final decision to the Executive Director by the President of the State Council, who will be accompanied by the President of the affected Local Chapter.

This Section does not apply to special regular employees.

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These cases should be resolved as soon as possible and, at the latest, before the probationary period expires.

Section 14. In the appointment that the temporary worker is given, he/she will have the classification that corresponds to the work he/she is doing.

Section 15. In the event that a regular worker is temporarily asked to perform a job classified at a lower salary than the ordinary salary, he/she will be paid the salary he/she is accustomed to earn regularly.

In the event that a regular worker is called to carry out temporarily a job of a higher position than that originally specified in his/her appointment, and such substitution lasts longer than ten (10) consecutive working days, he/she will be paid provisionally from the date on which he/she began to substitute the salary corresponding to the higher level he is performing provisionally, according to the salary scale in force and his years of service.

Section 16. In the case of job substitutions or appointments that are deemed to be extended for five (5) consecutive working days or more, preference shall be given within the Section to those regular employees who are entitled to promotion to the position and a Personnel Action will be filed to document it. These job substitutions or appointments will be taken into consideration for promotions to higher positions. These job substitutions or appointments shall not entail the payment of the substituted hours specified in Article XXX of this agreement; nor shall they incur the payment of per diem allowances specified in Article XXXV, except when the substitution is made with workers who have within their duties substitution of positions and while they are substituting in such positions or in those cases in which it is determined by the Authority that the employee must temporarily move to the zone or site where the substitution is made; under these exceptions, the Authority will be obliged to reimburse these workers the per diem allowances to which they may be entitled.

In the case of job substitutions or appointments, these will be done with workers who are qualified to occupy the position.

For the purposes of the provisions hereof, the Sections are specified here:

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EXECUTIVE OFFICE

RETIREMENT SYSTEM OFFICE

It constitutes a section.

HUMAN-RESOURCES DIRECTORATE

PERSONNEL OFFICE

Section - Classification and Remuneration Department

Section - Personnel-Transactions Department

Section - Evaluation and Training Office

Section - Human-Resources Evaluation Department

OCCUPATIONAL HEALTH AND SAFETY OFFICE

Section - Occupational Safety Department

Section - Occupational Health Department

FINANCE DIRECTORATE

ACCOUNTING AND BUDGET DIVISION

Section - Office for General Services in Accounting and Document Control

Section - General Accounting Department

- Accounting Reports (Unit)

- Accounting Services (Unit)

- Account Classification (Unit)

- Accounting Data Entry and Control (Unit)

- Property Accounting and Inventory (Unit)

Section - Bank Reconciliation Unit

Section - Fuel Ticket Control (Unit)

Section - Budget Department

Section - Payroll Department

Section - Economic and Financial Analysis Department

TREASURY DIVISION

Section - Treasurer's Office

Section - Department for Fund and Investment Administration

Section - Disbursement Vouchers

Section - Department of Payroll Services (Disbursements)

Section - Cash Disbursements - Arecibo

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- Caguas
- Mayagüez
- Ponce
- San Juan

#### RISK ADMINISTRATION OFFICE

It constitutes a Section.

#### ENGINEERING DIRECTORATE

Section - Engineering Division  
It constitutes a Section.

Section - Construction Division  
Note: Each construction project constitutes a Section.

Section - Accounting and Budget Administration  
It constitutes a Section.

#### PLANNING AND ENVIRONMENTAL PROTECTION DIRECTORATE

##### PLANNING AND ELECTRICAL STUDIES DIVISION

It constitutes a section.

##### ENVIRONMENTAL PROTECTION AND QUALITY RELIABILITY DIVISION

It constitutes a section.

#### DIRECTORATE OF ADMINISTRATIVE SERVICES

Section - Buildings and Land Department - Monacillos

Section - Document and Microfilming Center

Section - Cost Control and Productivity Office

#### SPECIAL-PROJECTS DIVISION

Section - Architecture Department

Section - Office for Administration-Engineering

#### DIVISION OF IRRIGATION, DAMS, AND RESERVOIRS

Section - Office of the Chief of the Division of Irrigation, Dams, and Reservoirs, Administrator of Public Irrigation Services, and Operations Engineer.

Section - Field - Channel Operators - Relay, Channel Operator, Clerks, Channel Cleaners, Irrigation System Workers I, II and III,

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Special Irrigation System Workers, Heavy Equipment Operator.

Section - Office - Office Clerks - Stenographers I, II, and III, Office Clerks - Typists I, II, and III, Office Clerks - Calculators I and II, Irrigation-Service Office Clerks I y II.

Section - Non-Skilled Workers, Janitors, Porters and General Workers of Buildings and Land I and II.

Note: In the Field and Office Sections, the substitutions will be carried out within their respective districts. (Commercial and Technical)

#### SUPPLIES DIVISION

Section - Office of the Chief of the Supplies Division, Office of the Chief of the Warehouses Subdivision

Section - Purchasing Department for Power Generation Plants  
- Registry of Suppliers  
- Local Purchases Section  
- Document and Mail Receipt Center

Section - Palo Seco General Warehouse (Inventory Control)  
- Warehouse for Building Materials and Transmission Lines and Substations (They compete in their General Warehouse section.)

Section - Department of Warehouses for Power Generation Plants (in their respective Plant)

Section - Department of Area and District Warehouses (in their respective Districts)

Section - Department of Supply Administration  
- Verification (Unit)  
- Traffic and Claims (Unit)  
- Systems Development (Unit)  
- Data Entry Unit

#### GENERAL SERVICES DIVISION

Section - Office of the Chief of the Division, Department of Special General Services, Printing Office, Graphic Arts Workshop,

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and Exhibitions

Section - Mail and Courier Service

Section - Transportation, Cleaning and Surveillance, Supervisor's Office, Technical Services and Maintenance Department, and Maintenance Workshop

DIRECTORATES OF TRANSMISSION AND DISTRIBUTION AND CUSTOMER SERVICE

Section - Office of the Regional Administrator for Technical Operations and associated Offices

Section - Office of the Regional Administrator for Commercial Operations and associated Offices

Section - Electrical Distribution Division  
Electrical Distribution Training Center (CADE, acronym in Spanish)

District Office - Commercial and Technical

Section - Offices - Office Clerks - Typists I, II and III, Relay Office Clerks, Office Clerk for Commercial Operations - Computer Systems, Office Clerks for Customer Service - Computer Systems, Office Clerk for Wholesale Account Services - Computer Systems, General Office Clerk for Distribution and Services, Office Clerk for Technical Services - Computer Systems, Collectors - Computer Systems, Office Clerks - Stenographers I, II and III, Couriers I, II and III, Office Clerks for Commercial Services - Computer Systems, General Office Clerks I, II, III, IV and V, Payers, Dispatchers of Transmission and Distribution Services - Local, Secretaries, Customer Service Investigators, Office Clerks for Transmission and Distribution I, II and III, Purchasers, Janitors, Substation Operators - Computer Systems, Warehouse Office Clerk I and II, Office Clerk I, II, III, IV and V, Office Clerk for Automotive Workshop, Office Clerk for Mechanical Workshop, Special General Worker for Buildings and Land, Consumption Meter Reader, and Late-Accounts Collector

Note: In the Field and Office Sections, the substitutions will be pursued within their respective districts.

Section - Field Services – Consumption Meter Installers,



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Consumption Meter Reader, Powerline Conservation Group Worker, Accounts Receivable Collectors, Local Electrical-System Workers, Service Restoration Workers, Special Powerline Technicians, Powerline Technicians I, II and III, Field Electricians, Meter Testers I and II, Special Testers, Heavy Vehicle Drivers I, II and III, Trimmers, Customer Service Investigators, Janitors, General Powerline Workers, Electrical-System Load Examiner, Substation Electrician, Non-Skilled Workers, General

Worker for Buildings and Land I and II, Garage Assistant, Painters, and Heavy Equipment Operator

Section - Government Accounts Office

Section - Wholesale Accounts Department

Section - Customer Service Center

Section - Commercial Operations Training Center

Section - Mechanical Workshop - General Workshop Mechanic, Welders, Carpenters, Automotive Mechanics I, II and III, Automotive Mechanic Assistant, Garage Assistant and Tinsmiths

Section - Suboffices

Monacillos Area - Transmission and Distribution

Section - Office - Service Dispatchers, Office Clerks

Section - Area Office Clerks, including Studies Section

Section - Office Clerks - Scheduled Conservation and Construction and Improvements

Section - Office Clerks - Technical Districts of Río Piedras and Monacillos

Section - Services - Electrical-Installations Inspectors, Consumption Meter Installers, Meter Testers, Local Electrical-System Workers

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- Section - Scheduled Conservation - Powerline Technicians, Trimmers, Heavy Vehicle Drivers, General Powerline Workers, Powerline Conservation Group Workers, Office Clerk for Transmission and Distribution I, Heavy Equipment Operator I, II, and III, General Worker for Buildings and Land I and II, General Worker for Scheduled Conservation
- Section - Construction and Improvements - Powerline Technicians, Heavy Vehicle Drivers, General Powerline Workers, Field Electricians I, II, and III, Office Clerks for Transmission and Distribution I, II, and III
- Section - Service Dispatch - Service Restoration Workers, Special Powerline Technicians, Powerline Technicians, Office Clerk III - Monacillos Area
- Section - Technical District of Río Piedras - Powerline Technicians, Heavy Vehicle Drivers, Trimmers, General Powerline Workers, and Powerline Conservation Group Worker
- Section - Technical District of Monacillos - Powerline Technicians, Heavy Vehicle Drivers, Trimmers, General Powerline Workers; Installers, Heavy Equipment Operator III, Powerline Conservation
- Group Worker, Non-Skilled Worker, and General Worker for Buildings and Land II

Center for Commercial Technical Services

- Section - Office Clerks - Typists, Office Clerks for Technical Services - Computer Systems, Meter Tester, Consumption Meter Installer, and Investigator of Irregularities in Electrical Installations (They compete in the area where they are stationed.)

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Commercial District Office in Río Piedras

Section - Office - Office Clerks, Consumption Meter Readers, Customer Service Investigators, Couriers, Janitors, Consumption Meter Installers, Relay Office Clerks - Computer Systems, Office Clerks - Typists, General Office Clerks - Computer Systems, Late-Accounts Collectors, Office Clerks for Customer Service - Computer Systems, Relay Office Clerk for Customer Service, General Office Clerk for Distribution and Services and General Worker for Buildings and Land

ELECTRICAL SYSTEM DIRECTORATE

Section - Electrical System Training Center (CASE, acronym in Spanish)

Section - Fuel Office

DIVISION FOR CONSERVATION AND TECHNICAL SERVICES

Section - Office of the Division Chief and associated Offices

Section - Superintendent Department for Electrical Conservation of Power Generation Plants

Section - Superintendent Department for Preventive Conservation

Section - General Administration Office

Section - Extension of Useful Life

Section - Contracts and Requirements

Section - Reliable Generation and Statistics

Section - Engineering and Conservation Projects (Electrical-Instruments)

Section - Engineering and Conservation Projects (Mechanical)

Section - Division for the Power Generation Plant - San Juan

Section - General Mechanical Workshop - Northern Area

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CERTIFIED TRANSLATION

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- Section - Division for the Power Generation Plant - Costa Sur-Guayanilla
- Section - General Mechanical Workshop - Southern Area
- Section - Division for the Power Generation Plant - Aguirre
- Section - Division for the Power Generation Plant - Palo Seco
- Section - Section for Conservation of Boilers, Turbines, and Auxiliaries - Power Generation Plants (In their respective Power Plants, they constitute a section.)

#### HYDRO-GAS AND COMBINED CYCLE DIVISION

- Section - Hydro-Gas Station - Dos Bocas, Caonillas I y II
- Section - Aguirre Combined-Cycle Power Generation Plant
- Section - Hydro-Gas Station - Río Blanco, Yabucoa, Dagua, Vieques, and Culebra
- Section - Hydro-Gas Station - Aguirre, Toro Negro I and II, Jobos, Patillas, and Carite
- Section - Hydro-Gas Station - Costa Sur-Guayanilla, Yauco I and II, Garzas I and II
- Section - Hydro-Gas Station with Gas Turbines at Mayagüez
- Section - Scheduled Conservation Section - Hydro-Gas Power Plant
- Section - Hydro-Gas Power Plant (which includes Hydro-Gas Central Administration), Hydro-Gas Station, Gas Turbines at Palo Seco and Gas Turbines at Vega Baja, Comerío Hydroelectric Plant, and Sabana Llana Battery Storage Power Plant
- Section - Cambalache Combustion Turbine Plant

#### DIVISION FOR ELECTRICAL-SYSTEM OPERATIONS

- Section - Office of the Division Chief and associated Offices
- Section - Administrative and Service Office

#### Chief, Protection Subdivision

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CERTIFIED TRANSLATION

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Section - Protection Department – Northern Area

Section - Protection Department – Southern Area

Chief, Telecommunications Subdivision

Section - Telecommunications Department - Northern Area

Section - Telecommunications Department - Southern Area

Section - Planning and Construction Department - Telecommunications System

Chief, Operations Subdivision

Section - Superintendent Department for Operations

Section - Superintendent Department for Acceptance Tests

Section - Aerial Operations Department

Chief, Substations Conservation Division

Section - Superintendent Department for Substations Conservation – Northern Area

Section - Superintendent Department for Substations Conservation – Southern Area

Section - Superintendent Department for Planning and Cost Control

Transmission Center - Northern Area

Section - Office - Office Clerks for Area Dispatch, Relays, Communications

Section - Relays - Northern Area - Relay and Instrument Technicians, Assistants for  
Protection and Measurement Equipment Conservation

Section - Carrier-Current Relay Technicians, other Department personnel,  
Technicians for Remote Control Equipment Conservation

Transmission Center - Southern Area

Section - Office - Office Clerks for Area Dispatch, Relays, Communications

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- Section - Relays - Southern Area - Relay and Instrument Technicians, Assistants for Protection and Measurement Equipment Conservation
- Section - Carrier-Current Relay Technicians, other Department personnel, Technicians for Remote Control Equipment Conservation
- Section - Communications - Electronic Equipment Technicians, other Department personnel

If there is any change in the administrative structure of the Authority or when new facilities that affect the existing organization emerge during the term of this agreement, the Advisory Board may agree to the necessary changes in the sections established herein.

Section 17. Each worker will have specific duties according to his/her classification or appointment. No worker will be required to perform any work outside the duties of his/her position without his/her consent. No worker can be admonished or punished for refusing to give his/her consent to perform functions that are outside the specific duties of his/her position.

Section 18. The Authority shall not confer supervisory, executive or administrative powers to any worker of the appropriate unit.

Section 19. The relay positions will be classified in the occupational group corresponding to the highest ranking position that could be relieved within the appropriate unit.

## ARTICLE VII - TRAINING

Section 1. Training in promotion cases

- A. When the Authority has the need to assign a regular worker to training for promotion purposes in a higher position with duties of a different nature from those of the position he/she occupies, such position in training shall be published as conditioned to the approval of the training. Such training shall not exceed a period of six (6) months. The position will be awarded in accordance with the provisions of Article IX of this agreement.

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- B. In promotion cases in which the regular worker is required a short period of time that will not exceed six (6) weeks to become familiar with the duties of the higher position, the worker will be paid the salary corresponding to such position, as provided in this agreement for promotion cases.

Section 2. Training in cases of mechanization, automation, or implementation of new systems and procedures:

- A. When, due to mechanization, automation, or the implementation of new systems and procedures, there is a need to amend the duties and functions of some positions, the Authority will offer training in the new duties to the regular workers that are affected.
- B. When the Authority needs to train personnel as a result of mechanization, automation, or the implementation of new systems and procedures, the regular skilled workers with longer service in the affected Section will be given priority to occupy the positions in training, and selection of the candidates shall be carried out in accordance with the provisions of Article X.

Section 3. In the cases of training to assume newly created positions when a new nuclear thermoelectric plant or new nuclear thermoelectric units, or new units of electric power production start operations, the provisions of Article IX, Section 10, of this agreement shall be applied.

Section 4. In all cases of training, including training contemplated by Section 10 of Article IX of this collective agreement, the following provisions shall apply:

- A. The Authority will determine the positions that will be subject to training, as well as the requirements, preparation, nature, content of the course or site thereof, as well as the staff or institution to offer the same.
- B. The workers' performance shall be determined by such periodic reviews as the Authority deems necessary.

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- It is understood that, if these exams are not approved, any trainee may be removed from the course and returned to the position or status he/she was in before being selected for training.
- C. During training, the daily schedule or the weekly work program may vary according to the requirements and conditions of the same.
  - D. If necessary, the Authority shall assign the personnel or part of it to continue or complete the theoretical or practical training to other power generation plants.
  - E. The accumulated vacation time will be enjoyed according to a special program that will not conflict with training requirements and conditions.
  - F. The regular, special regular, or temporary worker or the person from the Registry of Eligible Candidates selected for training will be awarded the position in training conditioned to the approval of such training; and, if the training is not approved, he/she will return to the original condition of regular, special regular, or temporary worker or to the Registry of Eligible Candidates, as the case may be. It is understood that the regular employee will be reinstated to his/her position and previous salary. Temporary employees who do not have the opportunity to continue working as such will go to the Register of Suspended Temporary Employees.
  - G. If there are discrepancies in the award of positions in training, in order to expedite the award of these, the Authority and the Union agree that the Complaints Committee should give priority to these cases.
  - H. The positions awarded to other workers as a result of the training of a regular worker will also be conditioned to the satisfactory approval of the training by the worker.
  - I. Once this training has been satisfactorily completed, the condition to the position will be eliminated and it will be understood that the position will remain awarded to the worker on a permanent basis. The payment will be the one corresponding to the occupational group of which the position is part.

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- J. Once the worker approves the training, he/she will remain in the position for which he/she was trained for a period of not less than three (3) months for each month of training. This provision will not apply in those cases in which the employee requests and is awarded a position in promotion.
- K. Any worker who does not approve the training will have to wait a reasonable amount of time before requesting again opportunities of positions in training included in the same class (Class Title), unless he/she demonstrates that, after the disapproval, he/she has gone through training preparation. For the purposes of this Section, the following shall be considered a reasonable waiting time:
1. One (1) year from the non-approval date of the first training.
  2. One (1) year from the non-approval date of the second training.
  3. One year and a half (1½) from the non-approval date of the third training.
  4. Two (2) years from the non-approval date of the third training in subsequent opportunities.
- L. Those workers who are awarded positions in training must undergo the physical examinations that the Authority and the regulatory agencies require.

Section 5. The workers will take the improvement courses that are related to their duties and that the Authority determines necessary to offer its personnel. The Authority will select impartially the personnel who will take such courses. In these improvement courses, the employees will not be required to pass the examinations or tests that may be supplied to them.

Section 6. Powerline-Technician School to Active Employees

The Authority shall establish at least one Powerline-Technician School every two (2) years with active employees. To this end, it will call and evaluate those regular and special regular employees who are interested

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in training as Powerline Technicians. The call will be circulated for a period of thirty (30) calendar days through all the facilities of the Authority and a copy will be sent to the President of the UTIER State Council. The Authority shall submit to the Union a list of all applicants and then notify the selected employees as soon as the selection process concludes. The regular six (6) month training shall be adjusted to reduce it to a term of not less than four (4) months. This training will have a theoretical part and a practical one, ensuring that the safety and technical aspects that are included in the regular course are not undermined.

A. The criteria to select the candidates are the following:

1. Over 18 years old.
2. Confirmation that the company can do without the services that this employee performs in his/her work place.
3. Physically active.
4. Medical evaluation and drug test.
5. Minimum of two years of experience in the operations, conservation, or construction of the Transmission and Distribution System, or, in its place, a License as an Electrician.
6. Interview of the Selection Committee and evaluation of the file. Those employees who are rejected by the Committee will be notified in writing about the reasons. They shall be strictly based on the criteria set forth herein.
7. The employee's record shall not reflect disciplinary action that is pending, on probation, or is related to violation of the rules of conduct within the preceding five (5) years. Neither shall such a file reflect problems of absenteeism.
8. High school diploma.
9. Approval of the General Skills exam.
10. Approval of the Psychological Evaluation test.

B. The Electric Power Authority may require drug testing from the selected personnel at any time from the start of

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- training to the day of graduation, in accordance with the procedure and regulations agreed upon by the parties.
- C. The Authority reserves the right to separate from training those participants who:
1. In the opinion of the Supervisor of the Electrical Distribution Training Center, have not been able to develop the skills of the trade to the optimum degree of execution.
  2. Demonstrate a poor attitude towards work.
  3. Observe a conduct in violation to the existing discipline rules at the Authority.
  4. Have a level of absenteeism in hours that is equivalent to nine (9.0) hours of training and that, in the opinion of the trainer, prevents the essential objective of the course.
  5. Test positive for drugs.
- D. The Authority will pay the basic salary that the employees earn during the duration of the training. It will also pay, when applicable, the transportation expenses and the lunch per diem.
- E. Once the training is completed, the Electric Power Authority will give them the Powerline Technician exam. If the candidates fail to pass the exam, they will return to the work center where they belong and the position they were occupying.
- F. Once the training is completed and approved, these employees will be assigned to occupy the Powerline Technician positions of lesser grade and for which they qualify wherever they are needed, giving priority, if possible, to the district or region where they have been previously working.
- G. If they fail the training, they will not be able to participate in the training until three (3) years have elapsed.
- H. The employee who is selected and approves the course shall remain a Powerline Technician for a minimum term of five (5) years.
- I. These employees shall be subject to all provisions contained in Article VII, Training, which are not inconsistent with this Section.

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## ARTICLE VIII - PROCEDURE FOR THE RECLASSIFICATION OF POSITIONS

Section 1. The Authority shall determine the specific requirements and duties of each position or job class and shall notify them as soon as possible to the Union and to the incumbent or the worker appointed to the same, as the case may be; the requirements and duties shall be written in the Spanish language.

Section 2. If the requirements, duties, or title of an existing position or job class have to be amended, the interested party shall notify the other for the purpose of discussing and agreeing on employment conditions, requirements, duties, title, and classification. In this procedure, the Union will be represented by the President of the State Council or the person in whom he/she delegates. The Electric Power Authority shall be represented by the General Administrator of the Personnel Office or the person in whom he/she delegates.

Section 3. The parties shall have a term of thirty (30) working days in individual cases and sixty (60) working days in collective cases from the date of receipt of the notification to reach an agreement.

If an agreement is not reached within the corresponding term, either party shall bring the matter before the Job Reclassification Committee within ten (10) subsequent working days.

Section 4. In cases in which it is determined that the reclassification proceeds to another occupational group, the effectiveness of the same will be established based on the following:

- A. In those cases of amendments to duties and requirements requested by either party, the reclassification shall be effective in the payment period following the date on which the parties sign the agreements or the arbitrator issues its decision.
- B. In those cases of reclassifications due to the evolution of functions or misclassification, the reclassification will be effective in the next payment period closest to the date on which either the thirty (30) working days or sixty (60) working days after the notification of the Union request have elapsed.
- C. Provided that the worker or workers will be assigned the salary that corresponds to them, in line with their years of service and the occupational group to which they were reclassified.

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Section 5. The Authority and the Union agree to create the Job Reclassification Committee consisting of two (2) representatives from each party and one arbitrator, who shall have the authority to review the cases that are submitted for their consideration and to issue a decision on the classification applying the job evaluation system in force.

The decision of the Committee in all cases shall be rendered within a reasonable period of time and shall be final and binding on the parties, ensuring that the decision be informed to the President of the State Council, to the General Administrator of the Personnel Office, who shall be responsible for its implementation, and to the General Administrator of the Office of Labor Affairs.

Section 6. The arbitrator will be selected as follows: a permanent arbitrator selected by mutual agreement between the General Administrator of the Authority's Office of Labor Affairs and the President of the UTIER State Council to intervene in all cases. The selected arbitrator shall serve for one (1) year from the date of his appointment. Once said term has expired, the parties may meet again to appoint a new arbitrator or extend the appointment of the acting arbitrator.

The arbitrator's fees shall be paid in the following manner: fifty percent (50%) by the Authority and fifty percent (50%) by the Union.

Section 7. In the event that a single arbitrator is not sufficient to deal with all cases within a reasonable period of time, the parties may select by mutual agreement one or more additional arbitrators, in accordance with the provisions of this Section.

Section 8. The parties, aware of the volume of cases that will be generated as a result of the requests for review of positions once the Job Evaluation Plan is put into effect, agree to leave in suspense for one (1) year the procedure time limits established in this Article.

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## ARTICLE IX - VACANT AND NEWLY CREATED POSITIONS

Section 1. When filling vacant or newly created regular positions, preference and priority will be given, according to the order of priority and selection established in Section 3 of this Article, to regular workers with more service time in the Authority who are qualified to perform such positions and that have requested them in writing to the Personnel Office within the specified period of publication.

If the employee considers that the request will not arrive on time to the Personnel Office, he/she must submit the form "Vacant Position Request" to his/her immediate supervisor. The supervisor will certify on the form the date and time he/she receives it and return it to the employee, who will be responsible to deliver it at the Personnel Office no later than five (5) business days from the date of expiration of the published position. The employee will send a copy to the corresponding Chapter President and must retain a copy for his/her records. In those cases in which the employee sends the request via the US Postal Service, the postmarked date will be considered as the official date of the request.

### Section 2.

A. Every applicant for a vacant or newly created regular position must meet the requirements set by the Authority and provide current evidence of those licenses, certificates, or diplomas held to be placed in his/her personnel file by the expiration of the publication. Once this evidence has been submitted by the worker, the Authority will certify the receipt of the same and assume responsibility for its custody.

Employees belonging to the appropriate unit may request exams and training of their interest to compete in higher grade positions, provided they meet the requirements established for the positions other than experience.

The Authority shall prepare and supply to the requesting employee information that serves as a guide for the subjects included in the special examinations and the training offered by the Authority to fill the different positions.

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- B. When the following circumstances are present, the specified requirements for the corresponding job class are considered unnecessary:
1. When a regular or temporary worker has satisfactorily performed the functions of a post for a period of (6) months or more that requires a certain level of education or certain tests, without complying with said requirements, these will be obviated for the purpose of determining his/her right to assume any position that has the same requirements.
  2. The specific examination related to certain subject required by the Authority from a worker to assume a position will be ignored when the position requires to have a license to be able to practice or perform the functions. Said examination shall also be understood to be obviated for all positions where the same examination is required, even if these positions do not require the license.
- C. In positions that have gradation, related experience will not be required in the first gradation of these positions, except in those cases in which the parties have agreed or agree to require previous experience in the first gradation. **The positions that require experience in the first gradation as agreed by the parties are the following:**
1. **Payroll Auditor I** **12052**
  2. **Accountant – Computer Systems** **12261**
  3. **Mechanic – Power Generation Plant I** **31151**
  4. **Boiler Mechanic I** **31161**
  5. **Reaction Engine Mechanic I** **31021**
  6. **General Workshop Mechanic I** **31131**
  7. **Office Clerk – Advisor and Processor – Pensions and Benefits I** **12222**
  8. **Office Clerk I – Transmission and Distribution** **12411**
  9. **Insulating Oil Purification Equipment Operator I** **41111**
  10. **Drafter I – Computer Systems** **22036**
  11. **Printing Equipment Technician I** **11062**
  12. **Relay Office Clerk I** **61311**
  13. **Protection and Control Systems Technician I** **21091**
  14. **Mortgage Loan Processor I** **12251**

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The Authority will keep up to date the experience catalog of UTIER positions. The Personnel Office, when validating the experience requirement for the award of a post, will consider the experience obtained in positions whose functions are similar. For this purpose, the UTIER Chapter Presidents will be able to check, when they deem it appropriate, this catalog to ensure it is kept up to date and correct. The Authority shall notify catalog changes to the President of the State Council within thirty (30) days.

Those workers interested in having the Authority certify their experience should comply with the established procedure. To this end, the parties adopt the Procedure for Certification of Work Experience outside the Authority approved in September 2004.

In cases where the Union disagrees with changes to the catalog of experience or with the Certification of Experience of a worker, it shall notify its objection to the Head of the Personnel Office in writing, stating the grounds on which the Objection is based.

The Chief of the Personnel Office shall have ten (10) working days to reply in writing to the Union arguments. If the Union does not agree with the position issued by the Chief of the Personnel Office, or when the term to answer has expired, the Union may file a complaint with the Bureau of Conciliation and Arbitration within the next thirty (30) days through the arbitration process set forth in Article XXXIX, Section 12, as amended for these purposes.

Section 3. The publication of vacant and newly created positions will be carried through a single publication island wide **with the exception with the Island Municipalities of Vieques and Culebra.** The vacant positions located in the Island Municipalities of Vieques and Culebra when published according to this article will give priority to workers that reside in those Islands. To comply with

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**the adjudication process, the priority order of section 3-B of this Article will be followed.**

- A. The publication of vacant or newly created positions will be made in Spanish for a term of ten (10) working days, specifying the schedule, shift, section, department, office, administrative unit, division or district and the position requirements.
- B. The following priority order in the selection of candidates according to their seniority will be followed:
  - 1. Regular employees in promotion, equal to equal, and special regular employees
  - 2. Regular employees descending
  - 3. Temporary employees
  - 4. **Emergency Active employees**

**For the purposed of this article, the term Emergency Active refers to emergency employees that are working on the expiration date of the publication.**

Workers that apply for positions in the same occupational group as the ones they have at the time of application will have to accept them if they are selected. **A candidate that applies for a position in which the classification, work section, work program or site are the same as in the position he/she holds will not be considered for the position.**

Section 4. If, during the term of this agreement, the Authority acquires any electrical system that is not currently being administered by the Authority and integrates it into the electrical system of the Authority, the new positions that are created will not be published and will be filled with the personnel that the Authority hired when purchasing or acquiring such a system.

For the purposes of this agreement, the seniority time of all the personnel that transfers to the Authority by means of this procedure will start counting from the effective date of his/her appointment as a regular employee in the Authority. Any provision affecting such employees, not provided in this agreement, shall be discussed and agreed upon with the Union prior to the effectiveness of their employment with the Authority.

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New positions that are not filled by transferred personnel will be covered in accordance with the provisions of this Article.

Section 5. Non-regular workers who have rendered efficient services to the Authority shall have preference over other individuals on the list of eligible candidates that are non-members of the appropriate unit when temporary or emergency employment opportunities arise in activities covered by this agreement for which they qualify, are trained and have applied.

Section 6. The classification that the worker has in accordance with Article VI of this Agreement on the expiration date of the publication of a position will be the one that will be considered for the purposes of the adjudication of such position.

Section 7. Any temporary or emergency worker who has ceased working with the Authority in activities within the appropriate unit of this agreement for more than ninety (90) consecutive calendar days, for reasons other than illness, accident, or maternity duly verified, loses the right to be credited the temporary service rendered before such severance to compute his time of service in the Authority in case of being reemployed.

When a temporary or emergency employee called to work is ill by the date ninety (90) days have elapsed, so that he does not lose the accumulated service time, he must notify it at the expiration of said period and then bring a medical certificate within the next thirty (30) calendar days.

Section 8. The Authority will keep updated the records of suspended temporary workers or suspended emergency workers in seniority order and identified by area. The different UTIER chapter presidents, those in whom they delegate or both, will be able to check when they consider convenient the mentioned registries with the purpose to ensure they are kept up to date and correct. For purposes of reemployment, the most senior employees in the Authority shall be considered first. The Authority shall send a copy of any appointment of temporary or emergency personnel to the Local Chapter and the State Council.

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Section 9. No candidate from the list of eligible persons will be employed as long as there are special regular employees available or candidates in the Registry of Suspended Temporary Workers or the Registry of Suspended Emergency Workers.

Section 10. When newly created positions are to be filled at the start of the operations of a new Power Generation Plant, the necessary candidates will be selected to receive special training among the regular workers of the existing Power Plants that are trained and qualified and who have requested an opportunity to occupy said positions, giving preference to those who have more service time when selecting to go through special training.

If no qualified and trained personnel is found among regular, special regular, temporary, **and Active emergency** workers that apply, the necessary candidates will be selected from those **that fulfill the requirements of the position** and are included in the Registry of Suspended Temporary Workers **or the Registry of Suspended Emergency Workers**.

Section 11. When filling a vacant or newly created seat within the appropriate Unit, the Authority and the Union shall discuss as soon as possible, but not later than thirty-five (35) working days after the publication of the position expires, with the participation of the Chapter President or the Section representative or the person in whom the Chapter President has delegated, in regards to those candidates eligible to occupy the position and will draw a minute of their meetings.

The Personnel Office shall send as soon as possible, but no later than twenty (20) working days, the list of candidates to the corresponding supervisor with a copy to the State Council and to the corresponding Chapter President at the expiration of the publication.

Once the list has been received, the corresponding supervisor shall call a meeting in writing with the corresponding Chapter President, who may delegate to the Section Representative or a Union representative designated by him among the chapter delegates. They shall meet, discuss, and agree on the award of the post as soon as possible, but no later than fifteen (15) working days after receipt of the list, for which a minute of the meeting shall be prepared. The Union may request

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written postponement prior to the meeting to award the position. In case of postponement, the meeting will be held within a non-extendable term of seven (7) working days from the date of postponement. The candidate selected by the parties will be informed immediately of the decision taken. At that time, he/she must accept or decline the appointment, which will be recorded in the minute.

In the case of qualified candidates with the same seniority, the most suitable will be selected using the following criteria in the order they appear:

1. Service time as a temporary employee.
2. Service time as an emergency employee.
3. Day and time when he/she began to work in his/her initial 14-day period.
4. Geographic area where the employee lives closest to the place where the position is published. For these purposes, the residential address that appears in the personnel file will be used.
5. Experience directly related to the job functions and logical line of promotion.
6. Score obtained in exams.

In all cases of candidate disputes, the Authority shall issue a conditioned regular appointment subject to the arbitrator's decision. Appointments made to other employees as a result of the appointment of the selected candidate will also be conditioned upon the decision of the arbitrator.

The Chapter President or the Section Representative shall have thirty (30) calendar days following the date of the meeting to notify the General Administrator of the Labor Affairs Office, with a copy to the supervisor of the position, of his/her intention to submit the case to arbitration and request the intervention of an arbitrator. Failure to comply with the aforementioned terms will eliminate the condition of the appointment and the selected candidate will occupy the position permanently.

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Section 12. Procedure for the Designation of Arbitrator and Arbitration Hearing

The procedure established in Article XXXIX will be followed.

Section 13. Any worker who has been selected to occupy a vacant or newly created position in accordance with the provisions of this Article shall begin to accrue the corresponding salary in said position in the next payment period after the date of award, unless the time between the award date and the beginning of the next payment period is five (5) working days or less, in which case the salary will begin to accrue in the subsequent pay period. For the purposes of this provision, working days will be considered as Monday through Friday, including holidays.

Section 14. The classification of vacant positions may not be lowered until the positions have been published and consideration has been given to all regular workers with the right to promotion to occupy them or those who occupy positions with the same classification as that of the vacancy.

Section 15. When a regular vacant post is temporarily occupied for a term of forty-five (45) calendar days, the Authority is obligated to fill that vacancy with the corresponding employee in accordance with this Article.

Section 16. In those cases where a position is published and trained and qualified candidates are not found because they do not fulfill the experience requirement, and after having exhausted the Registry of Suspended Temporary Workers, **the Registry of Suspended Emergency Workers**, and the Registry of Eligible Candidates, the Authority **will meet with the corresponding Chapter President for the purpose of discussing and agreeing** to publish the position in accordance with the provisions of Article VII, Training, of this Agreement.

Section 17. Those who **resigned as regular or special regular employees** from the Authority and had left a good sheet of service and request reentry in the Authority will be considered for vacant positions for which they qualify as long as it does not violate the rights of a regular, special regular, or non-regular worker. The salary will never be lower than the definitive salary of the occupational group of the position that is occupied.

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**Section 18.** In the event that a position awarded pursuant to this Article becomes vacant, within the first 90 calendar days after the effective date of the appointment, the parties will again evaluate the original list of candidates who requested the place to make a new appointment. Candidates who have been awarded a position within the 90-calendar-day term and who are in a position of the same occupational group as that of the one to be adjudicated can only decline under these specific circumstances. The foregoing shall be considered as an exception to the provisions of the last sentence of Section 3, Item B of this same article.

#### ARTICLE X - EMPLOYMENT STABILIZATION

**Section 1.** It is one of the fundamental purposes of this agreement to stabilize the employment of the regular workers covered by it. The Authority therefore declares that, should it be compelled by forceful reasons to suspend or reorganize certain activities of the industry, it will, with priority, employ regular workers affected by such suspension or reorganization in other activities of the industry in accordance with the capacity and ability of such workers, who shall have priority over the rights of all other regular workers covered by this agreement to occupy vacant or newly created positions provided they are qualified to perform them. In these cases, it will not be necessary to publish the positions.

When newly created positions are to be filled with the start of the operations of a new thermoelectric power plant or new thermoelectric units, the priority of these workers will be limited to competing jointly in accordance with Section 12 of Article IX, without the need to file with other regular workers who request it.

**Section 2.** In order to make the provisions of Section 1 of this Article viable, the Authority shall notify the Union not less than six (6) months in advance of the possible suspension or reorganization of any activity of the industry with the purpose of discussing between the parties and agreeing on the reallocation of workers affected by the possible

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suspension or reorganization of activities in light of the provisions of this Article.

Section 3. The Authority shall discuss and agree with the Union, represented by the State Council or the person to whom it delegates, on vacant or newly created positions that may need to be conditioned for the purpose of giving the best compliance to the provisions of this Article.

Section 4. In cases of suspension or reorganization of activities, the affected regular employees who are qualified and have more time of service will have priority over the other workers to occupy the vacant and newly created positions that emerge in the Section, the Department, or the site due to the suspension or reorganization without the need to publish them.

Regular workers affected by suspension or reorganization of activities may be reassigned to occupational groups higher than those they occupy in those cases in which they no longer receive compensation for special work conditions, such as differential pay, work program of eight (8) consecutive hours, etc.

Section 5.

- A. In the event that a regular worker affected by a suspension or reorganization of activities was assigned to a position of a lower occupational group, he shall retain the same basic salary that he had assigned in the position he previously occupied and the rules for step increase will be applied to him according to the service time as if he/she had stayed in his/her previous position and step.
- B. During the first twenty-six (26) periods of payment while occupying the position to which the affected regular worker was assigned, he/she will be paid all those marginal benefits that would have corresponded to him/her if he/she had remained in his/her original position, such as payment for the meal period, differential pay, double pay on working holidays in his/her work program, etc., up to an amount equal to the total compensation he/she would have received in the position he/she occupied before the suspension or reorganization of activities.

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- C. The affected regular worker will have priority to occupy a vacant or newly created position that is classified in the same occupational group as the position that he/she occupied before being affected by the suspension or reorganization of activities, provided he/she is qualified to occupy the position. This assignment will not be considered as a promotion.

ARTICLE XI - WORKDAY, WORKING TIME,  
WORKWEEK, REGULAR WORKING HOURS

In accordance with the provisions of Article I, Recognition of the Union, of this collective agreement, the parties agree as follows regarding the regular working time:

Section 1. The workday shall comprise any period of twenty-four (24) consecutive hours that are counted from the time the employee should begin work and end twenty-four (24) hours later.

Section 2. The working time includes hours of work during which the basic pay rate per regular working hour, fixed according to the annual or hourly compensation, as the case may be, is applied and is made up of seven and a half (7½) hours as the workday maximum.

Section 3. The workweek shall comprise any period of seven (7) consecutive days counted from the time and day on which work begins, of which the first five (5) will be workdays and the last two (2) free days. During the workweek, workers may be required to work at the basic pay rate per regular working hour up to a maximum of thirty-seven hours and half (37½) during the first five (5) days at a rate of seven hours and half (7½) per day.

Section 4. Rotational shift programs shall consist of five (5) consecutive workdays at seven and a half (7½) consecutive hours per day and two (2) days off. Those programs that are not rotating shifts will be adjusted to five (5) consecutive workdays and two (2) days off.

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Section 5. When a change is made to the work schedule of a rotating shift worker, the worker will be paid twice the regular pay rate including the basic pay for the hours worked on his/her first workday after the change is made, except in cases in which the employee has enjoyed his two (2) days off, returns from vacation, or has been transferred.

Section 6. In work schedules in which the regular working time is interrupted to have a meal, the interruption will not exceed one (1) hour.

Section 7. When a laborer with interrupted working time is required to work during the period set for having a meal, the time worked during that period will be compensated at double his/her regular rate of salary and that time will be taken into account to determine the time worked in excess of the regular working time.

Section 8. When an employee is required to work during the meal period, the Authority shall grant him/her the necessary time to take the meal, which will not exceed half ( $\frac{1}{2}$ ) hour and will be granted no later than the end of the fifth working hour, and, if he/she is not granted such an indispensable time, he/she will be paid an additional compensation that will be equivalent to one (1) hour of work at his regular pay rate.

Section 9. In the case in which a regular worker is absent from work after having worked during the meal period and does not work his/her full regular day, the time that he/she is absent from that regular day will be charged to the corresponding leave and the time worked during the meal period will be paid double the regular pay rate.

Section 10. Laborers who work during seven and a half ( $7\frac{1}{2}$ ) consecutive hours will be granted, in their specific work area or zone, fifteen (15) minutes to take their meal, which will be considered as worked and which should be enjoyed between the end of the fourth hour and not later than the end of the fifth hour, without being relieved of their duties and according to the program established for that purpose by the Authority. Such workers will receive compensation at

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double the regular pay rate including basic pay for the hour worked corresponding to the meal period.

Section 11. The parties expressly agree that the foregoing provisions shall be governed solely by the laws of Puerto Rico and are excluded from the application of federal laws, so that for the computation of extraordinary pay the regular rate of hourly wages shall not vary.

Section 12. The regular program of working hours fixes the laborers' regular working hours during the days of the workweek.

Section 13. In those places where possible, the Authority shall grant the employees fifteen (15) minutes during the four (4) hours of the morning and fifteen (15) minutes during the three and a half (3½) hours of the afternoon to take snacks. Such fifteen (15) minutes will be granted in shifts in such a way that they do not unduly interrupt the work of the office or workplace.

Section 14. The parties acknowledge that the work schedules (days and hours) currently prevailing in the Authority are part of the workers' employment conditions.

When the Authority is interested in any change in the work schedule of a worker or group of workers, it shall notify the Union President and the Chapter President in writing, two **15 days** 14-day periods in advance of the proposed change. The Union may accept the change or, in its place, request in writing the holding of a meeting, in a term not greater than 10 days, to discuss and agree on alternatives to the proposed changes, taking into account both the needs of the service and the convenience and seniority of the workers.

The meeting will be a complete obligation for both parties. If no agreement is reached at such a meeting, the Union may refer the dispute to an accelerated special arbitration within ten (10) working days following the meeting. This arbitration shall be requested from the Bureau of Conciliation and Arbitration at the Department of Labor, and the arbitrator shall be selected by means of the shortlist procedure.

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The Authority shall publish vacant or newly created positions, specifying the work schedule (days and hours) of the same. Once established, they can only be varied according to this procedure. The positions that are published will also include the section to which they belong.

Changes in work schedules (days and hours) will be made taking into consideration the following procedure when making staff selection. The criterion to be used will be the one of seniority in each one of the classifications:

1. Voluntary Employees.
2. Temporary Employees.
3. Special Regular Employees.
4. Regular Employees.

Section 15. The Authority and the Union shall jointly study those cases where, due to extraordinary changes in the work schedules, it becomes necessary to determine by mutual agreement the payment of the workweek affected by those changes.

The corresponding Chapter President or the person in whom he/she delegates shall be present when such study is carried out to determine such payment.

Section 16. The Authority and the Union agree that, if it is necessary and desirable to alter the uniform working hours of the offices, a referendum will be held among the employees of the Authority to alter the timetable.

The schedule to be established will always be a uniform schedule for all offices.

Section 17. In consideration of the work that must be performed in the Laboratories of the Power Generation Plants, the Laboratory Technicians that are members of UTIER's appropriate Unit will be governed by shifts covering the necessary periods seven days a week in translation movements, according to the needs of each plant. These employees will enjoy the rights to differential payment and holidays established in this collective agreement corresponding to the shift they are performing.

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## ARTICLE XII - VACATION FOR REGULAR WORKERS

Section 1. Regular workers shall be entitled to enjoy an annual vacation leave with full pay for thirty (30) working days per year, which shall be accumulated at the rate of two and a half (2½) working days for each month of employment.

Section 2. When a worker, for his/her own reasons, does not wish to take the accumulated vacation leave that he/she is entitled to enjoy during the year, such unused leave shall be taken during the following calendar year in accordance with the vacation schedule, at the end of which the remaining unused leave due to service needs will be paid to the worker by the Authority.

Section 3. The vacation leaves will be set to be taken in accordance with a schedule established by the supervisor and the workers, considering the worker's convenience and the service needs and reducing to a minimum the periods of simultaneous vacation leaves within the same department or section. Changes to dates to take vacation leaves may be introduced to said program when the circumstances and needs of the service vary, which will be discussed previously between the Authority, the representative of the section or department, and the affected workers.

Section 4. The request for the annual vacation leave for rest must be filed by the employee with the corresponding supervisor not less than one (1) month prior to the date previously agreed between the supervisor and the worker for the start of the enjoyment of such leave.

Section 5. The annual vacation leave for rest shall be paid in advance provided that this is stated in the leave application, in which case it will be filed by the corresponding supervisor with the Treasury Division the day after being filed by the employee and with not less than one (1) month before the beginning of the same. The advance payment will cover only those full payment periods included within the requested holiday period.

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Section 6. When a regular worker is enjoying his annual vacation leave for rest and is required by the supervisor, in cases of emergency and for the sake of the service, to interrupt his/her vacation and return to his/her job, the regular working hours corresponding to the vacation leave covering such interruption will be settled at the regular pay rate in a single payment and the corresponding charge to the accumulated vacation time will be made. The time worked during the interrupted vacation period shall be paid in accordance with the provisions of this agreement.

Those annual vacation leaves for rest that have been filed by the employee to the corresponding supervisor shall be considered as interrupted if, within a period of fifteen (15) days before beginning to enjoy the leave, the worker is notified by the supervisor that, due to an emergency and for the sake of the service, he/she will be required to continue working during part or all of the approved vacation period.

Notwithstanding the foregoing, the worker may choose to receive payment or enjoy his/her vacation immediately after the emergency or on a date fixed by mutual agreement, which will be recorded on the corresponding form. Vacation leaves which have been deferred by the Authority shall be granted in preference.

Section 7. Regular workers who suffer an accident at work accumulate annual vacation leave for up to thirty (30) business days during their leave of absence due to the accident.

For the purpose of such vacation leaves, the time to be considered will be up to a maximum of twelve (12) months from the date of the accident.

Any excess of twelve (12) months in which the employee is on leave due to an accident at work will not be considered to accumulate annual vacation leave for rest.

Section 8. The Authority shall pay regular employees, at the time they cease service, all annual vacation leave accumulated.

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### ARTICLE XIII - VACATION FOR TEMPORARY WORKERS

Section 1. Temporary workers shall accumulate nineteen (19) days per year for vacation leave at the rate of two point seventy-four (2.74) hours for each week in which they work not less than twenty-two and a half (22½) regular hours. The vacation time accumulated by the worker will be settled in any of the following situations:

- A. At the end of the fiscal year.
- B. At the end of his/her services in a section or department.
- C. At the end of the employment.
- D. When obtaining a probationary appointment.
- E. At the worker's request, vacation time will be totally or partially liquidated in case of serious illness of said worker, spouse (including child), children, parents or death of any of said relatives, or in any other meritorious case.

Settlement in the above cases shall be made within a term of no more than thirty (30) working days, counted from the corresponding date, as established in Sections A, B, C, D, and E.

Section 2. Since this agreement does not provide for the enjoyment of an annual vacation leave for temporary employees under a vacation schedule, when a temporary employee is absent for justified reasons, such absence shall be charged to his accumulation of annual vacation leave.

In the event that the use of the vacation leave in the manner indicated above causes its misuse, reflected by an abnormal increase in the absences of such employees, the parties commit to meet to establish the necessary controls to correct that problem.

Section 3. Paid public holidays granted to temporary workers and the days they are absent due to occupational accidents, included in the period of their appointment, shall be considered as worked days to compute the worked hours for the purposes of this Article.

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#### ARTICLE XIV - LEAVE FOR UNION OFFICIALS AND REPRESENTATIVES

Section 1. When Union officers or representatives have to discuss official matters of the same or complaints with the Executive Director, the heads of divisions or their authorized representatives, they will be granted leave with pay with no charge to their accumulated vacation leaves. This leave shall also be granted when officers of the Union State Council need to meet the day before in connection with matters to be discussed in the Consultative Board created in this agreement or with the Executive Director.

Section 2. The State Council may be accompanied by no more than three (3) Union workers when they are required as advisers to discuss the matter in question without such absence affecting their pay or vacation time. Such workers will also be granted leave with pay with no charge to their accumulated vacation time, including when they need to attend the State Council meeting the day before the council meets with the Advisory Board or the Executive Director. The request for leave of such advisers shall be made not less than twenty-four (24) hours in advance, except in cases of extreme urgency.

Section 3. Leave with pay and no charge to annual vacation leave shall be granted to the Chapter President or to the Section Representative when they need to go to the Labor Relations Board or to the Bureau of Conciliation and Arbitration at the Department of Labor and Human Resources for hearings related to cases of their respective chapters or sections. In case of both being in attendance, the Chapter President will be granted the leave.

Section 4. When a State Council officer or Union representative needs to address a complaint that has not been resolved at the other levels of responsibility, he/she shall collaborate with the supervisor at the highest level of responsibility in the district to resolve the complaint, for which he/she will be granted a leave with pay without affecting his accumulated vacation time; this covers moving to the site where the complaint arose, if necessary.

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Section 5. In cases in which a Local Chapter President or a State Council Officer needs to discuss a complaint with the advice of a worker who knows the matter to be dealt with, he shall request the corresponding division chief or the highest ranking supervisor of the area to which the worker belongs that the worker be allowed to accompany him to advise him when discussing the complaint. In that case, such worker will also be granted leave with pay and no charge to his accumulated vacation time. The request for leave of said worker shall be made not less than twenty-four (24) hours in advance, except in cases of extreme urgency.

In the event that the advice of such worker is necessary for a short period of time, in the same office, power plant, unit, or facility where the adviser works, the request may be made to the immediate supervisor of said worker with the anticipation that is possible.

Section 6. Members of the Union in the various committees set up in the collective agreement, including alternates, shall be granted a leave with pay and no charge to their accumulated vacation time when they are officially required to attend the meetings of their respective committees.

Section 7. Union officials or representatives shall notify the need for their absence from work to the immediate supervisor.

Section 8. The Authority shall grant leave without pay (Voluntary Separation of Employment and Pay Authorized for Definite Time) for union purposes to those regular employees who are members of the State Council, as defined on 14 October 1980, or equivalent executive positions of the Union. This leave will be used only and exclusively for the representation of the UTIER members in their labor relations with the Authority in official matters of the Union, and it will be granted under the conditions established, according to Stipulation between the parties signed on 15 August 1980 and amended on 16 October 1980.

The Authority will reserve for the employee the position and classification that he/she occupies at the moment in which the leave is granted and will credit the time spent under this leave towards seniority and years of service.

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The employee must notify the Authority thirty (30) days in advance of his/her intention to terminate this leave and return to his/her position.

Upon the conclusion of the use of this leave and reinstatement as an employee of the Electric Power Authority, the Union shall request in writing to the Executive Director that these employees be credited with the sick leave accumulated during the term of their incumbency as officers of the Union. To this end, a certified check must be attached for the cash equivalent of the leave at the regular hourly wage that the employee would have been accruing if he/she had remained in his/her position. This request must be made within ten (10) working days following the date on which the employee rejoined his/her duties, accompanied, in addition, by a certificate of the balance of accumulated leaves signed by the Union Auditor.

#### ARTICLE XV - SICK LEAVE FOR REGULAR EMPLOYEES

Section 1. Regular workers shall be entitled to accumulate sick leave at the rate of one point fifty-eight (1.58) workdays for each month of employment, up to a maximum of nineteen (19) workdays per year, which shall be accumulated without limitation.

Section 2. Regular workers shall be entitled to sick leave with full pay when, due to sickness or an accident (excluding work-related accidents), they are unable to perform their duties or when an employee's relative contracts a contagious disease that forces the employee to be quarantined or when, because of his/her contact with diseases recognized by the medical profession as highly contagious, it is determined that his/her presence in the workplace may be detrimental to the health of other employees or other persons. In these cases, the employee must submit a medical certificate along with the leave request.

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According to the guidelines of the Department of Health, the existence of a person with measles, chickenpox, or whooping cough or other current communicable disease in a house does not mean that their relatives living under the same roof must keep quarantine. The diseases that require quarantine are: cerebrospinal meningitis, typhoid, hepatitis A, B, and C, tuberculosis, and any other certified by the Department of Health. In cases of typhoid, only covers employees who are contacts and who work in the commercial handling of food.

Section 3. Advanced Sick Leave

- A. In the case of illnesses that are prolonged for four (4) days or more and when the exigencies of the situation so require, the regular worker shall be advanced sick leave for up to forty-five (45) working days, when he/she has exhausted the accumulated sick leave. The total time of the sick leave so advanced will be charged against subsequent accumulation of sick leave. In the cases above, no annual vacation leave will be charged until the sick leave has been exhausted.
- B. In cases of extraordinary prolonged illnesses duly proven by the doctor of the Authority, in which a regular worker who has one (1) year or more of service has exhausted his/her sick leave, advanced sick leave, and accumulated annual vacation leave, the Authority shall grant to such regular worker an extraordinary sick leave with basic pay up to a maximum of sixty (60) workdays. The sick leave so advanced shall not be charged against any accumulation of leave.
- C. When a regular employee is in the process of being retired due to physical or mental incapacity, the Authority shall grant him/her an extraordinary sick leave with basic pay until the effectiveness of his retirement, under the conditions stipulated in Item (b) of this Article.

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Section 4. Sick Leave for Medical and Dental Examination and Treatment

In order to make it easier for regular employees to go to the doctor, optometrist, or dentist in a timely manner for medical examination or treatment, sick leave shall be granted to cover absences from work caused by the need to visit such doctors and thereby reduce to a minimum the possibilities or prolongation of a disease.

This provision will contribute to the maintenance of the good health and well-being of employees and thus to their regular attendance at work and to a more efficient job performance, which will benefit both the employee and the Authority. The sick leave for these tasks must be requested as early as possible and, upon the return of the employee, he/she must accompany his/her request with a certificate from the doctor, optometrist, or dentist indicating the time, date, and place of the visit, as well as the diagnosis or treatment given.

Section 5. Sick leave is established in the strict benefit of the regular worker when, due to personal illness, he/she has to remain absent from his work. When absence due to illness extends for a period of more than three (3) days, the Authority reserves the right to require the necessary evidence as proof of the illness.

Section 6. Any worker who misleadingly presents illness to justify his/her absence from work shall be subject to disciplinary sanction to the extent that his/her absence or recurrence of such faults determines.

Section 7. The sick leave is not established and should not be used for the purpose of prolonging the vacation leave or using it as such.

Section 8. The Authority will liquidate the balance of the sick leave accumulated in cases of death or retirement of the regular employee.

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## ARTICLE XVI - SICK LEAVE FOR TEMPORARY EMPLOYEES

Section 1. During the term of this agreement, the Authority shall grant temporary workers with six (6) months or more of service sick leave at the rate of two point zero nineteen (2.019) hours for each week of not less than twenty-two and a half (22½) regular hours of work up to a maximum of fourteen (14) days per year considering what is indicated in Section 4 of this Article.

Section 2. The supervisor of the section where temporary workers are employed will keep a record of their sick leave accruals. When the worker terminates his employment in that section, the supervisor will give him/her a record of his accumulated sick leave and will retain a copy for his/her records; the worker in turn must deliver the same to the new supervisor in case he/she is reemployed.

Section 3. Sick leave is established for the strict benefit of the temporary worker when, due to personal illness, he/she must remain absent from work. When the absence is due to illness and extends for a period of two (2) or more days, the Authority reserves the right to demand the necessary evidence as proof of absence.

Section 4. The balance of sick leave accumulated by the temporary worker will be canceled when he/she finishes his/her services in the Authority, provided that such unemployment exceeds ninety (90) calendar days.

Section 5. The sick leave accumulated by the temporary worker will be transferred to his sick leave balance when he becomes a probationary employee, subject to the provisions of Section 4 of this Article.

Notwithstanding the foregoing, the temporary worker may, at his/her discretion, opt for the liquidation in cash of the sick leave that he/she had accumulated at the time of being appointed as a regular or special regular employee.

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## ARTICLE XIX - WORK-RELATED ACCIDENT LEAVE

Section 1. In cases in which a regular worker needs to be absent from work due to a work-related accident and on the advice of the doctor of the State Insurance Fund, the Authority shall pay the worker for the time he/she is absent since the work-related accident his/her full salary for regular working hours up to a maximum of one hundred four (104) weeks, and, in case he/she needs to be absent from his/her job on the advice of the State Insurance Fund doctor as a result of that accident for more than one hundred four (104) weeks, the Authority shall pay the worker eighty percent (80%) of his/her salary for the regular working hours up to a maximum of fifty-two (52) additional weeks, but discounting the amount of weekly compensation that the worker may receive from the State Insurance Fund during the period of disability comprised within such one hundred four (104) or one hundred fifty-six (156) weeks, as the case may be.

Section 2. The regular worker will receive sick leave and advanced sick leave, if he/she has the right, when he/she has exhausted his/her Work-Related Accident Leave.

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Section 3. Any worker who violates disciplinary rules 33 and 34 shall be subject to the provisions of Article XLI, Disciplinary Procedure, of this Agreement.

#### ARTICLE XX - LEAVE FOR FAMILY FUNERALS

Section 1. In the event of the death of the mother, father, spouse, or children of a worker, he/she shall be granted a leave with pay and no charge to his/her accumulated vacation time during the period indicated below starting the day of the death or the funeral day.

- A. Regular Workers - The period shall be three (3) consecutive days. The worker may, at his/her option and after notification to his/her supervisor, postpone the use of up to two (2) of these days, which must be used within thirty (30) calendar days following the death of the relative
- B. Temporary Workers - The period shall be two (2) consecutive days. The worker may, at his/her option and after notification to his/her supervisor, postpone the use of one (1) of these days, which shall be used within thirty (30) calendar days following the death of the relative.

Section 2. In cases of death of siblings or grandparents, the worker will be granted a leave with pay and no charge to his/her accumulated vacation time on the business day on which the funeral takes place. This benefit will apply to regular and temporary employees.

#### ARTICLE XXI - LEAVE FOR EMERGENCY WORK AFTER MIDNIGHT FOR REGULAR AND TEMPORARY EMPLOYEES

Section 1. This is a special leave that will be granted to regular and temporary employees who have been required to perform emergency work for hours outside their regular schedule between 12:00 midnight and 6:00 am or between 12:00 midnight and 7:00 am when such employees

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have begun work on or before 4:00 am, even if such emergency work had been scheduled in advance. This leave has the purpose of providing a rest period during their regular hours immediately following the emergency work, it being understood that, when the emergency work was performed in the early hours immediately before the working hours of the first day of work, the rest period will be granted on that day.

Section 2. The leave hours granted to regular and temporary workers shall be equal to one and a half times the hours worked during the after-midnight emergency and shall not exceed the maximum of seven and a half (7½) regular hours of their working day, and these will not be charged against any of their accumulated leaves, nor will they be deducted from the time worked during the emergency.

Section 3. This special type of leave will only cover emergency work during the after-midnight period and will not apply to work included in a regular work schedule.

Section 4. In the event that the emergency work is extended to the hours of his/her regular working day, the regular or temporary worker will be paid the regular hours of his working day that he/she was supposed to rest according to this special leave at a rate double his/her regular pay rate, including basic pay or granted pay and per diem allowances as they are established, when they apply.

Section 5. In case the regular or temporary employee is granted part of the rest hours that he was entitled to enjoy, the remainder of those hours of rest that he is required to work will be paid at double the regular pay rate, including basic pay or granted pay and the per diem allowances as they are established, when they apply.

#### ARTICLE XXII - LEAVE FOR WORK DURING TWENTY-FOUR (24) CONSECUTIVE HOURS IN ROTATING SHIFTS

When a rotating shift worker works twenty-four (24) consecutive hours, he/she shall be granted a leave with pay for his/her next regular working day if, from the end of such twenty-four (24) hours and until the beginning of his/her next regular day,

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sixteen and a half (16½) hours of rest have not elapsed. In the event that the worker is required to work on his/her next regular working day without having completed sixteen and half (16½) hours of rest, that worker will receive pay at double his/her regular pay rate, including basic pay.

ARTICLE XXIII - HOLIDAYS GRANTED WITH PAY  
TO REGULAR AND TEMPORARY EMPLOYEES

Section 1. Regular and temporary workers will receive full pay for all regular work hours and will enjoy free time with pay on the following holidays:

<u>DAY</u>	<u>COMMEMORATION</u>
January 1	New Year's Day
January 6	Three Wise Men Day
2nd Monday in January	Eugenio María de Hostos Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	George Washington Day
March 22	Emancipation Day
Movable	Good Friday
3rd Monday in April	José de Diego Day
Last Monday in May	Memorial Day
July 4	US Independence Day
3rd Monday in July	Luis Muñoz Rivera Day
July 25	Commonwealth of Puerto Rico Constitution Day
July 27	José Celso Barbosa Day
1st Monday of September	Labor Day
October 12	Columbus Day
Movable	Election Day
November 11	Veterans Day
November 19	Discovery of Puerto Rico Day
4th Thursday in November	Thanksgiving Day
<b>December 24</b>	<b>Starting at Noon – Christmas Eve</b>
December 25	Christmas Day

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Section 2. Other days will also be considered holidays and shall be included in the above list if they are proclaimed public holidays to be observed in Puerto Rico by the Governor of Puerto Rico or the President of the United States, or by law.

Section 3. When a holiday that is granted as free time with pay occurs on Sunday, it will be considered a holiday the following Monday, except those employed with fixed work schedules from Sunday to Thursday, in which case this holiday will be granted on Sunday. When said Sunday is the fifth day in the regular work schedule of a regular or temporary worker, it will be considered a holiday instead of Monday and will only be paid as a holiday on that Sunday.

Section 4. Those employed with fixed work schedules from Tuesday to Saturday or from Wednesday to Sunday will enjoy those days that, by provision of Act No. 121 of 24 December 1991, have been transferred to be held on Monday, but on the first day of their workweek immediately following that Monday. The days in question are as follows:

<u>DAY</u>	<u>COMMEMORATION</u>
2nd Monday in January	Eugenio María de Hostos Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	George Washington Day
3rd Monday in April	José de Diego Day
Last Monday in May	Memorial Day
3rd Monday in July	Luis Muñoz Rivera Day
1st Monday in September	Labor Day

Section 5. Workers with shift schedules are required to work those holidays that fall within their work schedule to guarantee continuous electrical service for the people of Puerto Rico.

When this occurs, the worker will be compensated as established in Section 1, Item C-1 of Article XXX, Extraordinary Compensation.

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Those who are absent on a holiday within their work schedule and comply with the notice provided in Article XLIII, Section 4(a) will have their absence reflected on the leave with the symbol "H" (Holiday). Employees who do not comply with the aforementioned notification will have their absence shown as vacation or illness leave, as appropriate.

ARTICLE XXIV - HOLIDAYS GRANTED WITH PAY  
TO EMERGENCY WORKERS

Section 1. Emergency workers will receive pay at their regular pay rate for all regular working hours and will enjoy free time with pay on the following holidays:

<u>DAY</u>	<u>COMMEMORATION</u>
January 1	New Year's Day
January 6	Three Wise Men Day
3rd Monday in January	Martin Luther King Day
March 22	Emancipation Day
Movable	Good Friday
July 4	US Independence Day
July 25	Commonwealth of Puerto Rico Constitution Day
1st Monday in September	Labor Day
Movable	Election Day
November 11	Veterans Day
November 19	Discovery of Puerto Rico Day
4th Thursday in November	Thanksgiving Day
<b>December 24</b>	<b>Starting at Noon – Christmas Eve</b>
December 25	Christmas Day

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Section 2. In order to be entitled to the enjoyment of any of these holidays granted with pay, the worker must have worked during the previous workday and the workday following the holiday, except in those cases in which the worker has been absent due to a work-related accident .

Section 3. Hours worked during these holidays granted with pay will be compensated at double the regular pay rate, including the granted regular pay. The hours granted free with pay will be considered as worked time for the purpose of computing worked hours in excess of thirty-seven and a half (37½) hours in the week.

Section 4. When a holiday that is granted as free time with pay occurs on Sunday, it will be considered a holiday the following Monday. When said Sunday is the fifth day in the regular work schedule of an emergency worker, it will be considered a holiday instead of Monday and will only be paid as a holiday on that Sunday.

ARTICLE XXV - FREE TIME WITH PAYMENT GRANTED BY THE AUTHORITY  
IN ACCORDANCE WITH ADMINISTRATIVE PROVISIONS BY  
THE GOVERNOR OF PUERTO RICO

Section 1. Every worker whose services the Authority deems as not necessary to maintain without impairment the electricity and irrigation services will enjoy free time with simple pay during those hours within their workday that the Authority grants as off time in accordance with administrative provisions by the Governor of Puerto Rico, as provided in all Sections of this Article.

Section 2. When a free afternoon is granted, it will be understood that the afternoon covers the period between 12:00 noon and 6:00 p.m.

Section 3. On those free afternoons granted, workers whose regular workday is fully understood between 12:00 noon and 12:00 midnight will enjoy free time with pay only during the last half of their working hours, and those workers whose working hours end after noon will enjoy free time with

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pay only during those hours of their day from 12 noon to the end of their working hours that day.

Section 4. When part of an afternoon is granted as free time, it shall be understood that the hours granted shall be fixed from the time indicated by the administrative disposition of the Governor and shall end at 6:00 p.m. For those workers who finish their work before 6:00 p.m., the hours granted are those that fall within their working hours from the time indicated by that provision until the end of their working hours. For those workers who finish their work after 6:00 p.m. and at or before 12:00 p.m., the hours to be granted will be equal to the number of hours between the time indicated by such provision and 6:00 p.m., and will be granted in the latter part of the corresponding working hours.

Section 5. When a free morning is granted, it will be understood that the morning covers the period between 6:00 am and 12:00 noon. When part of a morning is granted as free time, the start time will be that one established by the administrative disposition of the Governor and the end of the period will be noon.

Section 6. In none of the cases covered by the previous sections of this Article, will the free hours exceed half of the working hours.

Section 7. When a free day is granted, the day will be understood to cover the period of twenty-four (24) hours of the natural day from 12:00 midnight to the following 12:00 midnight. The granting of a day off shall mean that any work shift of eight (8) hours or part thereof comprised within the twenty-four (24) hour period of the natural day shall be deemed to be granted free.

Section 8. When workers are required to work during the hours they are entitled to enjoy free with pay as provided in the previous Sections of this Article, they will receive extraordinary compensation only for the time worked during those hours in accordance with the provisions of the Article on extraordinary compensation.

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## ARTICLE XXVI - HEALTH PLAN

Section 1. The Authority agrees to pay directly to the organization providing the medical services the monthly payment that be in force during the term of this agreement for the family group plan for regular workers, special regular workers, or regular workers with special appointments that qualify and are affiliated to the plan offered by the service organization or any other organization that is selected to offer the benefits included in the plan of medical services known as Plan A and B, as described in the contract between the Authority and Cruz Azul signed on 26 August 1996, with the modifications agreed between the Authority and the Union during the negotiation of this collective agreement. As for the pharmacy coverage, it will be granted according to the current contract.

Eligibility, terms and conditions, the extent of each coverage type, co-payments and deductibles may only be altered by agreement of the parties.

The Authority will maintain a computerized eligibility file of UTIER member subscribers and their eligible family members, including the separate identification of students over age 19 who are eligible students.

A copy of such eligibility file, in magnetic media or in the medium made available by the Authority, at the request of the Union, shall be delivered to the Union every six months during the duration of this collective agreement.

Any worker who, at the time of the signing of this agreement, was enrolled in Plan B may request, at his/her discretion at any time, to change to Plan A. Provided that, when the employee opts for Plan A, that decision will be irreversible. Workers who obtain a regular or regular special appointment after the signing of this agreement will enjoy Plan A.

The Authority shall provide the necessary guidance on Plan A to workers and their families within a period of sixty (60) days after the signature of this Agreement.

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In those cases in which workers are covered by Plan B and/or who test positive for the use of controlled substances, the Authority shall provide them with the necessary services for their rehabilitation, according to the provisions of the procedure for the Detection of Controlled Substances agreed by the parties.

Section 2. Such family group plan is the one that includes the wife and children of the regular worker, the regular worker with special appointment, or the special regular employee, as determined by the regulations of the organization that provides the services on the date of signing this agreement.

For regular workers, regular workers with special appointments, or special regular employees who do not qualify for the family group plan, the Authority shall pay only the proportion of the monthly payment for hospitalization, medical-surgical services, dispensary or medical directory services, whichever is the case, medicines, and dental care corresponding to such workers, worker and husband or wife, or worker and children under nineteen (19) years of age, as the case may be.

Provided that children over nineteen (19) years of age and up to the age of twenty-three (23) years who are dependent on the head of the family and who study at a recognized university, technological colleges at the university or vocational level may continue to be affiliated to this type of contract as long as a request is submitted for such purposes, without this entailing an additional payment for their inclusion in said plan. In addition, the disabled children will be entitled to receive the services of the plan until the age of 45 years.

The Authority also agrees to deduct from the salary of regular workers, regular workers with special appointments, or special regular employees to refer to the organization providing the services or any other organization that selects the Authority, with prior written authorization, the monthly payment that these workers have to satisfy to cover other people not included in the family plan.

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Section 3. The Authority agrees to pay directly to the organization providing the services the monthly payment that is in force during the term of this agreement for the individual plan of hospitalization of three hundred sixty-five (365) days, medical-surgical services, and dispensary services for those temporary workers who have accumulated six (6) months of service in the Authority. If the temporary worker requests to be affiliated to the benefits of the spouse plan or the family group plan, he/she will have the right to have the Authority provide the equivalent of the individual plan monthly fee and the worker will pay the difference until he/she has completed the monthly payment of the plan to which he/she is requesting affiliation.

Section 4. The benefits contained in this Medical Plan shall be subject to such regulations and conditions as may be agreed with the organization providing the services or with any other organization selected by the Authority, but such regulations and conditions shall not be lower than those currently in force with the organization that provides the services nor the terms, conditions, and benefits negotiated in this agreement. The network of providers will be substantially similar to the current one in case of change.

Section 5. **Except in cases where the physician prescribes brand medications (whose patent by the manufacturer has expired or not), the pharmacy will supply bioequivalent drugs available in its inventory. If the bioequivalent medications are not available, it will dispense those prescribed by the physician. In Plan "A" and Plan "B", bioequivalent drugs will not involve the payment of deductibles. In Plan "B", brand prescription drugs do not pay deductibles. The drug substitution mentioned above refers to bioequivalent drugs exclusively and will not apply to generic drugs.**

Section 6. In cases in which the health condition is an acute one, such as colds, minor infections, vomiting, etc., and treatment is prescribed for thirty (30) days, the pharmacy may dispense prescribed medications in two fifteen-day (15-day) periods.

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The division in the dispatch of such drugs in periods less than thirty (30) days will not apply in those cases in which the prescribed treatment is less than such term. For the first fifteen (15) days, no deductible will be paid. The deductible will be paid when the drugs are collected for the remaining fifteen (15) days.

**Section 7.** The visual health Coverage in Plan A and B will cover a pair of glasses or prescription contact lenses every eighteen (18) months up to one hundred fifty dollars (\$150.00).

**Section 8.** Coverage by medical plan A and B add visual correction with laser or lens implant. In these cases, the Medical Plan will pay or reimburse 25% of the cost of this benefit.

**Section 9.** The Electric Power Authority and the Union of Workers in the Electrical and Irrigation Industry, UTIER (acronym in Spanish), since 12 November 1999, agreed to add the following benefits to the Medical Plan, currently enjoyed by workers subscribed to Plan A and B:

1. Chiropractic Medical Services
2. Podiatric Medical Services

As part of that agreement, the prescription drug deductible was increased by one dollar (\$1.00) for the employees included in Plan A. Similarly, an additional dollar (\$1.00) was added to the deductible for physician visits to employees included in Plan A and B.

These increases in deductibles (\$1.00) are already incorporated as part of the Stipulations signed by the parties on 12 November 1999 and 10 October 2001; therefore, during the term of this Agreement, no additional increases will be made to deductibles for the Medical Plan.

**Section 10.** Except as provided in the previous sections, the Collective Agreement, Article XXVI - Medical Plan, will remain written as it appears in the Collective Agreement dated 14 November 2005.



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ARTICLE XXVII - DISABILITY, RETIREMENT, OR DEATH BENEFITS

Section 1. The Authority shall contribute to a special fund in the Employee Retirement System of the Electric Power Authority during the term of this agreement in a necessary amount actuarially calculated to pay a benefit to regular workers, regular employees with special appointments, or special regular employees, whether or not they belong to any retirement scheme, that ceases in the active service at the Authority for one of the following reasons: retirement due to physical or mental disability, retirement by age, or for years of service and age or if they take up an actuarial pension; cessation of service due to having reached the retirement age or death of the regular worker.

The benefit will be as follows:

- |    |   |             |
|----|---|-------------|
| a) | Retirement, disability or death - General   | \$ 7,000.00 |
| b) | Death while performing job functions - General  | \$20,000.00 |
| c) | Death while performing job functions as Powerline Technician or those workers at Power Generation Plants included in Article XXXIV – Special Annual Compensation for Risk | \$50,000.00 |
| d) | Physical disability resulting from performing job functions confirmed by the Authority's physician - General  | \$ 8,000.00 |

Note: In cases of death of a worker during the performance of his/her duties, his/her children and widow (until he/she remarries) will enjoy Plan "A" medical services under the terms and conditions thereof. This benefit will be subject to the submission of documents and evidence required by the Authority.

The physician of the Authority in the cases of subsection (d) will verify the existence of the disability resulting from the performance of his/her functions for the sole purpose of these items.

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Under no circumstances, will more than one of these benefits be paid at the same time.

These benefits will be in addition to any other benefits that may correspond to such workers and will be subject to the conditions stipulated below.

Every regular worker, regular worker with special appointment, or special regular employees shall have ceased to be active in the Authority and have been retired due to physical or mental disability from the Retirement System to which he/she belongs or, not belonging to any system of retirement, shall have established his/her physical or mental disability in accordance with the regulations of the Retirement System of the Employees of the Electric Power Authority; shall have retired due to age, or retired due to years of service and age, or shall have received an actuarial pension from the retirement system to which he/she belongs, or, not belonging to any system of retirement, shall have ceased due to reaching retirement age, or to having years of service and age in accordance with the regulations of the Employee Retirement System of the Electric Power Authority; or shall have died, in which case the beneficiaries of the worker must present the death certificate of the worker, as required by the regulations of the retirement system to which he/she belongs, or, not belonging to any retirement system, the beneficiaries shall have complied with the regulations of the Employee Retirement System of the Electric Power Authority to establish satisfactory proof of his/her death.

Once the payment has been made at any time to the regular worker, regular worker with special appointment, or special regular employee, the benefit that will correspond to him/her when he/she ceased in the active service of the Authority by reason of one of the aforementioned causes, whether due to physical or mental disability; retirement by age or by years of service and age, or by actuarial retirement, cessation of service due to having reached retirement age, or having years of service and age; or death, the obligation assumed by the Authority in this Article shall be fulfilled. If said worker returns to service at the Authority, he/she will not be entitled to any of the benefits

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provided in this Article for the amount that would have been liquidated, that is, he/she will only be entitled to the difference due to increase, if any.

Section 2. In cases of death of regular workers, regular workers with special appointments, and special regular employees, the Authority shall contribute one thousand two hundred fifty dollars (\$1,250.00) for funeral expenses. This amount will be given to the person specially designated by the employee, upon presentation of a document proving the death or the death certificate.

Section 3. In the event of the death of a temporary worker during the performance of his/her duties, the Authority shall pay its beneficiaries the sum of five thousand dollars (\$5,000.00).

Section 4. In the event of the death of a regular or special regular worker in the performance of functions in the field during the period of reconstruction of the electrical system after a natural disaster, the death payment contained in Section 1, item C, shall apply regardless of his/her classification.

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## ARTICLE XXIX - SALARIES

Section 1. The Authority shall increase the types of basic hourly pay and the hourly minimum wage of the salary scales applicable to the workers covered by this collective bargaining agreement on the dates and amounts mentioned below:

Salary increases for a **four-year (4-year)** collective bargaining agreement:

<b>24 August 2008</b>	<b>4% per month</b>	<b>\$100.00 minimum monthly increase</b>
<b>23 August 2009</b>	<b>4% per month</b>	<b>\$100.00 minimum monthly increase</b>
<b>22 August 2010</b>	<b>4% per month</b>	<b>\$100.00 minimum monthly increase</b>
<b>21 August 2011</b>	<b>\$125.00 per month</b>	

- a. The Authority shall grant a retroactive payment of fifteen (15) months based on the amount of \$100.00 per month applicable to the salary structure for all active employees during that period, including those who are on any leave as of the date of the signature of the Agreement. In the case of those employees recruited during the past fifteen (15) months, they will be granted retroactive payment in proportion to the months worked during that period.
- b. In the case of retired employees during the past fifteen (15) months, an overall payment of one hundred dollars (\$100.00) per month will be granted in proportion to the months worked.
- c. The retroactive salary increases here arranged for the active employees will apply to the basic structure of the salary and will not impact any other aspect related to the remuneration. However, the

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**Authority will make the corresponding contributions to the Retirement System for that period.**

- d. The retroactive payment to active and retired workers will be paid within forty-five (45) days following the signing of the collective agreement.**

Section 2. Salary scales will contain three (3) levels of salary for recruitment, one definitive salary, and seven (7) levels for length of service. These levels will be granted under the following terms:

Salary Levels	Will Be Granted
R-1 to R-3	Temporary and special regular employees will be recruited at the R-1 level and will advance one level for each year of service at the Authority.
Definitive	When a regular appointment is granted or a year after the special regular appointment.
Service Time Levels	Every five (5) years of service starting from the granting of the regular or special regular appointment or the appointment to the last level.

Those workers that the Authority employs after the effective date of this collective agreement will be governed by the recruitment scales.

Section 3. Non-regular employees who are working as of the effective date of the new salary scale will be placed in the definitive salary level and will begin to accumulate time for salary levels from the date on which a special regular or regular appointment is offered.

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PUERTO RICO ELECTRIC POWER AUTHORITY  
STRUCTURE OF ANNUAL WAGES  
WORKERS COVERED BY COLLECTIVE BARGAINING AGREEMENT UTIER  
EFFECTIVE MAY 20, 2007 (\$100.00 Monthly)

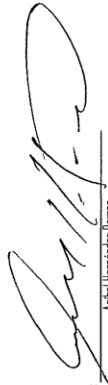
Occupational Group	at R-1	R-2	R-3	Definitiva	5	10	15	20	25	30	Director of Human Resources	
											Wages	per hour every fourteen days
2	12.70	13.37	14.03	15.38	15.51	15.94	15.77	15.90	16.03	16.16	16.30	per hour every fourteen days
	552.50	1,002.75	1,052.25	1,632.50	1,632.50	1,733.00	1,827.75	1,827.75	1,922.00	1,922.00	1,922.00	annual
3	24,765.00	25,071.50	27,358.50	29,690.00	30,448.00	30,448.00	30,751.50	30,751.50	31,055.00	31,055.00	31,055.00	monthly equiv.
	2,063.75	2,172.63	2,279.88	2,493.25	2,520.38	2,544.50	2,562.63	2,582.75	2,604.88	2,626.00	2,648.13	per hour every fourteen days
4	12.80	13.47	14.15	15.63	15.63	15.76	15.89	16.02	16.15	16.28	16.41	per hour every fourteen days
	960.00	1,000.25	1,051.25	1,627.50	1,627.50	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
5	24,980.00	25,286.50	27,592.50	30,478.50	30,722.00	30,722.00	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,060.00	2,188.88	2,293.38	2,518.75	2,539.88	2,561.00	2,582.13	2,603.25	2,624.38	2,645.50	2,666.63	per hour every fourteen days
6	12.91	13.59	14.27	15.63	15.77	15.91	16.05	16.19	16.33	16.47	16.61	per hour every fourteen days
	968.25	1,019.25	1,070.25	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
7	25,071.50	25,500.50	27,826.50	30,478.50	30,722.00	30,722.00	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,067.88	2,208.38	2,308.88	2,539.88	2,562.63	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	per hour every fourteen days
8	13.03	13.72	14.40	15.77	15.91	16.05	16.19	16.33	16.47	16.61	16.75	per hour every fourteen days
	977.25	1,029.00	1,080.00	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
9	25,408.50	25,754.00	28,080.00	30,751.50	30,751.50	30,751.50	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,173.38	2,275.50	2,340.00	2,562.63	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	2,721.88	per hour every fourteen days
10	13.15	13.85	14.54	15.92	16.07	16.22	16.37	16.52	16.67	16.82	16.97	per hour every fourteen days
	985.25	1,038.75	1,090.50	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
11	25,842.50	27,007.50	28,363.00	30,448.00	30,448.00	30,448.00	30,751.50	30,751.50	31,055.00	31,055.00	31,055.00	monthly equiv.
	2,168.88	2,270.63	2,352.75	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	2,721.88	2,744.63	per hour every fourteen days
12	13.27	13.98	14.69	16.07	16.23	16.39	16.55	16.71	16.87	17.03	17.19	per hour every fourteen days
	995.25	1,048.50	1,101.00	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
13	26,188.50	27,592.50	28,977.00	30,751.50	30,751.50	30,751.50	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,182.38	2,295.38	2,444.75	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	2,721.88	2,744.63	per hour every fourteen days
14	13.43	14.15	14.86	16.26	16.43	16.60	16.77	16.94	17.11	17.28	17.45	per hour every fourteen days
	1,007.25	1,061.25	1,114.50	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
15	26,570.00	27,946.50	29,367.00	30,751.50	30,751.50	30,751.50	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,210.00	2,328.63	2,447.25	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	2,721.88	2,744.63	per hour every fourteen days
16	13.60	14.33	15.06	16.47	16.66	16.84	17.02	17.20	17.38	17.56	17.74	per hour every fourteen days
	1,020.00	1,074.75	1,129.50	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
17	26,946.50	28,367.00	29,827.00	30,751.50	30,751.50	30,751.50	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,267.63	2,387.88	2,493.38	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	2,721.88	2,744.63	per hour every fourteen days
18	13.77	14.51	15.26	16.69	16.87	17.06	17.25	17.44	17.63	17.82	18.01	per hour every fourteen days
	1,032.75	1,088.25	1,144.50	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
19	27,365.50	28,824.50	29,367.00	30,751.50	30,751.50	30,751.50	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,267.63	2,387.88	2,493.38	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	2,721.88	2,744.63	per hour every fourteen days
20	13.95	14.71	15.46	16.90	17.09	17.28	17.47	17.66	17.85	18.04	18.23	per hour every fourteen days
	1,046.25	1,103.25	1,160.50	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
21	27,702.50	28,684.50	30,447.00	30,751.50	30,751.50	30,751.50	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,266.88	2,390.38	2,512.25	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	2,721.88	2,744.63	per hour every fourteen days
22	14.13	14.90	15.67	17.12	17.33	17.54	17.75	17.96	18.17	18.38	18.59	per hour every fourteen days
	1,059.75	1,117.50	1,175.25	1,627.75	1,627.75	1,722.00	1,817.25	1,817.25	1,912.50	1,912.50	1,912.50	annual
23	27,553.50	28,055.00	30,566.50	30,751.50	30,751.50	30,751.50	30,985.50	30,985.50	31,248.00	31,248.00	31,248.00	monthly equiv.
	2,295.63	2,421.25	2,546.38	2,585.38	2,608.13	2,630.88	2,653.63	2,676.38	2,699.13	2,721.88	2,744.63	per hour every fourteen days

pep


I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.



[This table is effective August 24, 2008. (4% but not less than \$100.00 a month)  
with the same order of hourly, fourteen-day, annual, and mothly equivalent numbers]

Aprobado:    
Anibal Hernández Ramos  
Director de Recursos Humanos

Grupo Ocupacional	R-1	R-2	R-3	Definitivo	10	15	20	25	30	35	Sueldo	
1	12.70	13.37	14.03	16.00	16.13	16.40	16.54	16.67	16.81	16.95	por hora	
	952.50	1,002.75	1,052.25	1,200.00	1,209.75	1,260.00	1,269.50	1,279.00	1,289.00	1,298.50	catorcenal	
	24,665.00	26,071.50	27,358.50	31,200.00	31,453.50	31,980.00	32,253.00	32,506.50	32,779.50	33,052.50	anual	
	2,063.75	2,172.63	2,279.88	2,600.00	2,621.13	2,693.88	2,697.75	2,708.88	2,720.63	2,734.38	equiv. mensual	
2	12.80	13.47	14.15	16.12	16.26	16.53	16.66	16.80	16.93	17.07	por hora	
	960.00	1,010.25	1,061.25	1,209.50	1,219.50	1,269.75	1,279.50	1,289.00	1,299.00	1,309.00	catorcenal	
	24,980.00	26,266.50	27,592.50	31,484.00	31,707.00	32,233.50	32,487.00	32,760.00	33,033.50	33,286.50	anual	
	2,080.00	2,188.88	2,295.38	2,616.50	2,642.25	2,693.38	2,707.25	2,730.00	2,751.13	2,773.88	equiv. mensual	
3	12.91	13.58	14.27	16.26	16.40	16.69	16.84	16.98	17.13	17.27	por hora	
	968.25	1,019.25	1,070.25	1,219.50	1,230.00	1,281.25	1,291.50	1,301.50	1,312.00	1,322.50	catorcenal	
	25,174.50	26,500.50	27,826.50	31,707.00	31,980.00	32,545.50	32,833.00	33,110.00	33,403.50	33,676.50	anual	
	2,097.88	2,206.38	2,306.88	2,642.25	2,665.00	2,712.13	2,736.50	2,759.25	2,783.63	2,806.38	equiv. mensual	
4	13.03	13.72	14.40	16.40	16.55	16.84	16.98	17.13	17.27	17.42	por hora	
	977.75	1,029.00	1,080.00	1,230.00	1,241.25	1,292.50	1,302.50	1,312.50	1,323.00	1,333.50	catorcenal	
	25,408.50	26,754.00	28,080.00	31,980.00	32,277.50	32,888.00	33,110.00	33,403.50	33,676.50	33,950.00	anual	
	2,107.38	2,216.38	2,316.38	2,665.00	2,689.38	2,736.50	2,760.25	2,783.63	2,806.38	2,830.75	equiv. mensual	
5	13.15	13.85	14.54	16.56	16.71	17.02	17.18	17.34	17.49	17.54	por hora	
	986.25	1,038.75	1,090.50	1,242.00	1,253.25	1,305.00	1,315.50	1,326.00	1,337.00	1,348.00	catorcenal	
	25,642.50	27,007.50	28,353.00	32,792.00	33,086.50	33,725.00	33,950.00	34,203.00	34,456.50	34,710.00	anual	
	2,136.88	2,250.63	2,365.75	2,690.00	2,715.38	2,763.75	2,787.50	2,811.75	2,836.13	2,860.25	equiv. mensual	
6	13.27	13.99	14.68	16.71	16.88	17.21	17.38	17.54	17.71	17.88	por hora	
	995.25	1,048.50	1,101.00	1,253.25	1,265.00	1,317.50	1,328.00	1,339.00	1,350.00	1,361.00	catorcenal	
	25,876.50	27,261.00	28,626.00	33,194.50	33,491.00	34,155.50	34,403.50	34,651.00	34,903.50	35,156.00	anual	
	2,168.38	2,271.75	2,385.50	2,716.38	2,743.00	2,792.63	2,817.25	2,841.75	2,866.13	2,890.50	equiv. mensual	
7	13.43	14.15	14.86	16.91	17.09	17.44	17.62	17.79	17.97	18.15	por hora	
	1,007.25	1,061.25	1,114.50	1,268.25	1,281.75	1,335.00	1,346.00	1,357.00	1,368.00	1,379.00	catorcenal	
	26,188.50	27,592.50	28,977.00	33,557.00	33,857.50	34,544.50	34,792.00	35,040.50	35,289.00	35,537.50	anual	
	2,187.38	2,299.38	2,414.75	2,747.88	2,771.13	2,821.75	2,846.25	2,870.88	2,895.13	2,919.38	equiv. mensual	
8	13.60	14.33	15.06	17.13	17.33	17.70	17.89	18.08	18.26	18.45	por hora	
	1,020.00	1,074.75	1,129.50	1,284.75	1,299.75	1,354.00	1,365.00	1,376.00	1,387.00	1,398.00	catorcenal	
	26,520.00	27,943.50	29,367.00	34,003.50	34,303.50	34,990.00	35,238.00	35,486.00	35,734.00	35,982.00	anual	
	2,210.00	2,326.63	2,447.25	2,783.63	2,806.13	2,857.38	2,881.75	2,906.13	2,930.50	2,954.88	equiv. mensual	
9	13.77	14.51	15.26	17.35	17.54	17.94	18.14	18.34	18.53	18.73	por hora	
	1,032.75	1,088.25	1,144.50	1,300.25	1,315.50	1,370.00	1,381.00	1,392.00	1,403.00	1,414.00	catorcenal	
	26,851.50	28,294.50	29,737.00	34,383.50	34,703.50	35,390.00	35,638.00	35,886.00	36,134.00	36,382.00	anual	
	2,237.53	2,357.88	2,479.75	2,819.38	2,842.25	2,894.38	2,918.75	2,943.13	2,967.50	2,991.88	equiv. mensual	
10	13.95	14.71	15.46	17.58	17.78	18.20	18.41	18.62	18.82	19.03	por hora	
	1,046.25	1,103.25	1,160.50	1,318.50	1,333.50	1,388.00	1,399.00	1,410.00	1,421.00	1,432.00	catorcenal	
	27,202.50	28,664.50	30,127.00	34,781.00	35,081.00	35,768.00	36,016.00	36,264.00	36,512.00	36,760.00	anual	
	2,268.88	2,390.38	2,512.25	2,856.75	2,880.25	2,932.38	2,956.75	2,981.13	3,005.50	3,029.88	equiv. mensual	
11	14.13	14.90	15.67	17.80	18.02	18.46	18.68	18.90	19.12	19.33	por hora	
	1,059.75	1,117.50	1,175.25	1,335.00	1,350.00	1,405.00	1,416.00	1,427.00	1,438.00	1,449.00	catorcenal	
	27,553.50	29,055.00	30,556.50	35,210.00	35,510.00	36,197.00	36,445.00	36,693.00	36,941.00	37,189.00	anual	
	2,296.13	2,420.25	2,545.38	2,892.50	2,916.13	2,968.38	2,992.75	3,017.13	3,041.50	3,065.88	equiv. mensual	

 I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.




[This table is effective August 23, 2009. (4% but not less than \$100.00 a month)  
with the same order of hourly, fourteen-day, annual, and monthly equivalent numbers]

AUTORIDAD DE ENERGIA ELECTRICA DE PUERTO RICO ESTRUCTURA DE SALARIOS ANUALES TRABAJADORES CUBIERTOS POR EL CONVENIO COLECTIVO OTTER EFFECTIVA AL 23 DE AGOSTO DE 2008 (4% pero no menos de \$100.00 Mensuales)													
Grupo Ocupacional	R-1	R-2	R-3	Definitivo	5	10	15	20	25	30	35	Sueldo	
												por hora	catorcenal
1	12.70	13.37	14.03	16.54	16.78	16.92	17.06	17.20	17.34	17.48	17.63	17.63	17.63
	952.50	1002.75	1052.25	1248.00	1258.50	1269.00	1279.50	1290.00	1300.50	1311.00	1321.50	1321.50	1321.50
	24,765.00	26,071.50	27,358.50	32,448.00	32,771.00	32,954.00	33,267.00	33,540.00	33,813.00	34,086.00	34,378.50	34,378.50	34,378.50
	2,063.75	2,172.63	2,279.88	2,704.00	2,726.75	2,749.50	2,772.25	2,795.00	2,817.75	2,840.50	2,864.88	2,864.88	2,864.88
2	12.80	13.47	14.15	16.76	16.91	17.05	17.19	17.33	17.47	17.61	17.75	17.75	17.75
	960.00	1010.25	1060.25	1257.00	1268.25	1278.75	1289.25	1299.75	1310.25	1320.75	1331.25	1331.25	1331.25
	24,960.00	26,266.50	27,592.50	32,682.00	32,974.50	33,247.50	33,520.50	33,793.50	34,066.50	34,339.50	34,612.50	34,612.50	34,612.50
	2,080.00	2,188.88	2,299.38	2,723.50	2,747.88	2,770.63	2,793.38	2,816.13	2,838.88	2,861.63	2,884.38	2,884.38	2,884.38
3	12.91	13.59	14.27	16.91	17.06	17.21	17.36	17.51	17.66	17.82	17.96	17.96	17.96
	968.25	1018.25	1068.25	1265.25	1276.50	1287.75	1299.00	1310.25	1321.50	1332.75	1344.00	1344.00	1344.00
	25,074.50	26,500.50	27,926.50	32,974.50	33,267.00	33,559.50	33,852.00	34,144.50	34,437.00	34,729.50	35,022.00	35,022.00	35,022.00
	2,097.88	2,206.38	2,316.88	2,741.88	2,766.25	2,789.63	2,813.00	2,836.38	2,859.75	2,883.13	2,906.50	2,906.50	2,906.50
4	13.03	13.72	14.40	17.06	17.21	17.36	17.51	17.66	17.82	17.96	18.12	18.12	18.12
	977.25	1027.25	1077.25	1274.25	1285.50	1296.75	1308.00	1319.25	1330.50	1341.75	1353.00	1353.00	1353.00
	25,408.50	26,754.00	28,099.50	33,267.00	33,559.50	33,852.00	34,144.50	34,437.00	34,729.50	35,022.00	35,314.50	35,314.50	35,314.50
	2,117.38	2,225.88	2,334.38	2,766.88	2,791.25	2,815.63	2,840.00	2,864.38	2,888.75	2,913.13	2,937.50	2,937.50	2,937.50
5	13.15	13.85	14.54	17.22	17.37	17.52	17.67	17.82	17.97	18.12	18.27	18.27	18.27
	986.25	1036.25	1086.25	1283.25	1294.50	1305.75	1317.00	1328.25	1339.50	1350.75	1362.00	1362.00	1362.00
	25,542.50	27,000.50	28,358.00	33,526.00	33,818.50	34,111.00	34,403.50	34,696.00	34,988.50	35,281.00	35,573.50	35,573.50	35,573.50
	2,135.88	2,244.38	2,352.88	2,784.88	2,809.25	2,833.63	2,858.00	2,882.38	2,906.75	2,931.13	2,955.50	2,955.50	2,955.50
6	13.27	13.97	14.66	17.38	17.53	17.68	17.83	17.98	18.13	18.28	18.43	18.43	18.43
	995.25	1045.25	1095.25	1292.25	1303.50	1314.75	1326.00	1337.25	1348.50	1359.75	1371.00	1371.00	1371.00
	25,876.50	27,374.00	28,731.50	33,899.00	34,191.50	34,484.00	34,776.50	35,069.00	35,361.50	35,654.00	35,946.50	35,946.50	35,946.50
	2,158.38	2,266.88	2,375.38	2,807.88	2,832.25	2,856.63	2,881.00	2,905.38	2,929.75	2,954.13	2,978.50	2,978.50	2,978.50
7	13.43	14.15	14.86	17.59	17.74	17.89	18.04	18.19	18.34	18.49	18.64	18.64	18.64
	1007.25	1057.25	1107.25	1304.25	1315.50	1326.75	1338.00	1349.25	1360.50	1371.75	1383.00	1383.00	1383.00
	26,088.50	27,626.00	29,083.50	34,251.00	34,543.50	34,836.00	35,128.50	35,421.00	35,713.50	36,006.00	36,298.50	36,298.50	36,298.50
	2,182.38	2,290.88	2,399.38	2,831.88	2,856.25	2,880.63	2,905.00	2,929.38	2,953.75	2,978.13	3,002.50	3,002.50	3,002.50
8	13.60	14.33	15.06	17.82	17.97	18.12	18.27	18.42	18.57	18.72	18.87	18.87	18.87
	1020.25	1070.25	1120.25	1317.25	1328.50	1339.75	1351.00	1362.25	1373.50	1384.75	1396.00	1396.00	1396.00
	26,520.00	28,107.50	29,565.00	34,732.00	35,024.50	35,317.00	35,609.50	35,902.00	36,194.50	36,487.00	36,779.50	36,779.50	36,779.50
	2,210.00	2,318.50	2,427.00	2,859.50	2,883.88	2,908.25	2,932.63	2,957.00	2,981.38	3,005.75	3,030.13	3,030.13	3,030.13
9	13.77	14.51	15.25	18.04	18.19	18.34	18.49	18.64	18.79	18.94	19.09	19.09	19.09
	1032.75	1082.75	1132.75	1329.75	1341.00	1352.25	1363.50	1374.75	1386.00	1397.25	1408.50	1408.50	1408.50
	26,851.50	28,489.00	29,946.50	35,113.00	35,405.50	35,698.00	35,990.50	36,283.00	36,575.50	36,868.00	37,160.50	37,160.50	37,160.50
	2,237.63	2,346.13	2,454.63	2,886.63	2,911.00	2,935.38	2,959.75	2,984.13	3,008.50	3,032.88	3,057.25	3,057.25	3,057.25
10	13.95	14.71	15.46	18.29	18.44	18.59	18.74	18.89	19.04	19.19	19.34	19.34	19.34
	1048.25	1098.25	1148.25	1345.25	1356.50	1367.75	1379.00	1390.25	1401.50	1412.75	1424.00	1424.00	1424.00
	27,202.50	28,889.50	30,347.00	35,514.00	35,806.50	36,099.00	36,391.50	36,684.00	36,976.50	37,269.00	37,561.50	37,561.50	37,561.50
	2,266.88	2,375.38	2,483.88	2,915.88	2,940.25	2,964.63	2,989.00	3,013.38	3,037.75	3,062.13	3,086.50	3,086.50	3,086.50
11	14.13	14.90	15.67	18.51	18.66	18.81	18.96	19.11	19.26	19.41	19.56	19.56	19.56
	1059.75	1109.75	1159.75	1366.25	1377.50	1388.75	1400.00	1411.25	1422.50	1433.75	1445.00	1445.00	1445.00
	27,553.50	29,290.50	30,748.00	35,920.00	36,212.50	36,505.00	36,797.50	37,090.00	37,382.50	37,675.00	37,967.50	37,967.50	37,967.50
	2,296.13	2,404.63	2,513.13	2,945.13	2,969.50	2,993.88	3,018.25	3,042.63	3,067.00	3,091.38	3,115.75	3,115.75	3,115.75

I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

[This table is effective August 22, 2010. (4% but not less than \$100.00 a month)  
with the same order of hourly, fourteen-day, annual, and monthly equivalent numbers]

<p>                       Andrea Hernández Ramos                      Director de Recursos Humanos                      Aprobado:                 </p>											
<p> <b>AUTORIDAD DE ENERGÍA ELÉCTRICA DE PUERTO RICO</b>  <b>ESTRUCTURA DE SALARIOS ANUALES</b>  <b>TRABAJADORES COBERTOS POR EL CONVENIO COLECTIVO UTIER</b>  <b>EFFECTIVA AL 22 DE AGOSTO DE 2010 (4% pero no menos de \$100.00 Mensuales)</b> </p>											
Grupo Ocupacional	R-1	R-2	R-3	Definitivo	5	10	15	20	25	30	35
1	12.70 952.50 24,765.00 2,083.75	13.37 1,002.75 26,071.50 2,172.83	14.03 1,052.25 27,358.50 2,279.88	17.31 1,288.25 33,754.50 2,812.88	17.45 1,308.75 34,027.50 2,855.53	17.60 1,320.00 34,320.00 2,865.00	17.74 1,330.50 34,583.00 2,882.75	17.89 1,341.75 34,885.50 2,907.13	18.03 1,352.25 35,158.50 2,919.88	18.18 1,363.50 35,451.00 2,954.25	18.34 1,375.50 35,763.00 2,980.25
2	12.80 960.00 24,860.00 2,080.00	13.47 1,010.25 26,265.50 2,188.88	14.15 1,061.25 27,552.50 2,295.38	17.43 1,307.25 33,988.50 2,832.38	17.59 1,319.25 34,300.50 2,858.38	17.73 1,329.75 34,573.50 2,881.13	17.88 1,341.00 34,866.00 2,905.50	18.02 1,351.50 35,159.00 2,928.25	18.17 1,362.75 35,431.50 2,952.53	18.31 1,373.25 35,704.50 2,975.38	18.46 1,384.50 35,997.00 2,999.75
3	12.91 968.25 25,174.50 2,097.88	13.59 1,019.75 26,500.50 2,208.38	14.27 1,070.25 27,825.50 2,318.88	17.59 1,319.25 34,300.50 2,858.38	17.74 1,330.50 34,583.00 2,882.75	17.90 1,342.50 34,905.00 2,908.75	18.05 1,353.75 35,187.50 2,933.13	18.21 1,365.75 35,509.50 2,959.13	18.37 1,377.75 35,821.50 2,985.13	18.53 1,389.75 36,133.50 3,011.13	18.68 1,401.00 36,426.00 3,035.50
4	13.03 977.25 25,405.50 2,107.38	13.72 1,029.00 26,754.00 2,229.50	14.40 1,080.00 28,080.00 2,340.00	17.74 1,330.50 34,583.00 2,882.75	17.90 1,342.50 34,905.00 2,908.75	18.05 1,353.75 35,187.50 2,933.13	18.21 1,365.75 35,509.50 2,959.13	18.37 1,377.75 35,821.50 2,985.13	18.53 1,389.75 36,133.50 3,011.13	18.68 1,401.00 36,426.00 3,035.50	18.84 1,413.00 36,738.00 3,061.50
5	13.15 986.25 25,642.50 2,116.88	13.85 1,038.75 27,007.50 2,250.63	14.54 1,090.50 28,353.00 2,362.75	17.91 1,343.25 34,924.50 2,903.38	18.08 1,356.00 35,256.00 2,939.00	18.24 1,368.00 35,588.00 2,964.00	18.41 1,380.75 35,899.50 2,991.63	18.58 1,393.50 36,231.00 3,019.25	18.75 1,406.25 36,562.50 3,046.88	18.92 1,418.00 36,894.00 3,074.50	19.07 1,427.75 36,991.50 3,082.53
6	13.27 995.25 25,878.50 2,126.38	13.99 1,048.50 27,281.00 2,271.75	14.68 1,101.00 28,626.00 2,385.50	18.08 1,356.00 35,256.00 2,939.00	18.25 1,368.00 35,588.00 2,964.00	18.44 1,383.00 36,309.00 2,995.50	18.62 1,395.50 36,591.00 3,025.75	18.80 1,400.00 36,899.50 3,055.00	18.97 1,412.75 37,362.00 3,082.53	19.16 1,437.00 37,713.00 3,113.50	19.34 1,450.50 38,298.00 3,142.75
7	13.43 1,007.25 26,088.50 2,136.38	14.15 1,061.25 27,592.50 2,289.38	14.86 1,114.50 28,977.00 2,404.75	18.29 1,371.75 35,685.50 2,972.13	18.48 1,385.00 36,036.00 3,003.88	18.67 1,400.25 36,406.50 3,033.88	18.87 1,428.75 37,147.50 3,065.38	19.05 1,438.00 37,732.50 3,111.88	19.24 1,448.00 38,512.50 3,176.88	19.44 1,458.00 38,972.00 3,219.38	19.64 1,473.00 39,507.00 3,256.50
8	13.50 1,020.00 26,502.00 2,200.00	14.33 1,074.75 27,943.50 2,328.63	15.06 1,129.50 29,367.00 2,447.25	18.53 1,389.75 36,133.50 3,011.13	18.74 1,405.50 36,548.00 3,045.25	18.94 1,420.50 37,342.50 3,077.75	19.15 1,436.25 37,893.00 3,118.88	19.35 1,451.25 38,722.50 3,144.38	19.55 1,466.25 38,972.00 3,222.38	19.75 1,481.25 39,572.50 3,256.50	19.96 1,497.00 40,131.00 3,292.25
9	13.77 1,032.75 26,861.50 2,237.63	14.51 1,088.25 28,294.50 2,357.88	15.26 1,144.50 29,757.00 2,476.75	18.76 1,407.00 36,582.00 3,048.50	18.97 1,422.75 36,991.50 3,082.53	19.19 1,439.25 37,420.50 3,118.88	19.41 1,455.75 38,756.00 3,154.13	19.62 1,471.50 39,668.50 3,188.25	19.83 1,487.75 39,078.00 3,272.38	20.04 1,503.00 39,507.00 3,292.25	20.26 1,519.50 40,326.00 3,344.25
10	13.95 1,046.25 27,202.50 2,266.88	14.71 1,102.25 28,684.50 2,390.38	15.46 1,159.50 30,147.00 2,512.25	19.01 1,425.75 37,498.50 3,089.13	19.23 1,442.25 37,948.50 3,124.88	19.46 1,459.50 38,385.50 3,162.25	19.69 1,476.75 38,955.00 3,199.63	19.92 1,494.00 39,573.50 3,237.00	20.13 1,509.75 40,131.00 3,271.13	20.35 1,526.25 40,326.00 3,306.88	20.58 1,543.50 40,877.50 3,344.25
11	14.13 1,059.75 27,553.50 2,296.13	14.90 1,117.50 29,055.00 2,421.25	15.67 1,175.25 30,556.50 2,546.38	19.25 1,443.75 37,537.50 3,128.13	19.49 1,461.75 38,005.50 3,167.13	19.73 1,479.75 38,473.50 3,206.13	19.97 1,497.75 39,405.50 3,245.13	20.21 1,515.75 39,877.50 3,284.13	20.45 1,533.75 40,326.00 3,323.13	20.68 1,551.00 40,877.50 3,360.50	20.90 1,567.50 41,555.00 3,395.25


 I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

[This table is effective August 21, 2011. (\$125.00 a month) with the same order of hourly, fourteen-day, annual, and monthly equivalent numbers]

AUTORIDAD DE ENERGIA ELECTRICA DE PUERTO RICO ESTRUCTURA DE SALARIOS ANUALES TRABAJADORES SUJETOS POR EL CONVENIO COLECTIVO UTIER EFECTIVA AL 21 DE AGOSTO DE 2011 (\$125.00 Mensuales)																	Aprobado:  Anibal Hernandez Ramos Director de Recursos Humanos	
Grupo Ocupacional	R-1	R-2	R-3	Definitivo	5	10	15	20	25	30	35	Sueldo	por hora	catarcenal	anual	equiv. mensual		
1	12.70	13.37	14.03	18.08	18.22	18.37	18.51	18.66	18.80	18.95	19.11	19.11	19.11	1433.25	37264.50	3,105.38		
2	12.80	13.47	14.15	18.20	18.36	18.50	18.65	18.79	18.94	19.08	19.23	19.23	19.23	1442.25	37498.50	3,124.88		
3	12.91	13.59	14.27	18.36	18.51	18.67	18.82	18.98	19.14	19.30	19.45	19.45	19.45	1458.75	37927.50	3,160.63		
4	13.03	13.72	14.40	18.51	18.67	18.82	18.98	19.14	19.30	19.45	19.61	19.61	19.61	1470.75	38239.50	3,186.63		
5	13.15	13.85	14.54	18.68	18.85	19.01	19.18	19.35	19.52	19.69	19.74	19.74	19.74	1480.50	38493.00	3,207.75		
6	13.27	13.99	14.68	18.85	19.03	19.21	19.39	19.57	19.74	19.93	20.11	20.11	20.11	1508.25	38244.50	3,257.88		
7	13.43	14.15	14.86	19.06	19.25	19.44	19.64	19.82	20.01	20.21	20.41	20.41	20.41	1530.75	39408.50	3,316.63		
8	13.60	14.33	15.06	19.30	19.51	19.71	19.92	20.12	20.32	20.52	20.73	20.73	20.73	1554.75	40423.50	3,368.63		
9	13.77	14.51	15.26	19.53	19.74	19.95	20.18	20.39	20.60	20.81	21.03	21.03	21.03	1577.25	41008.50	3,417.38		
10	13.95	14.71	15.46	19.78	20.00	20.23	20.46	20.69	20.90	21.12	21.35	21.35	21.35	1601.25	41632.50	3,469.38		
11	14.13	14.90	15.67	20.02	20.26	20.50	20.74	20.98	21.22	21.45	21.67	21.67	21.67	1625.25	42256.50	3,521.38		

I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

[Puerto Rico Electric Power Authority Structure of Annual Wages Linemen, Effective May 20, 2007. per hour, fourteen days, annual and monthly equivalent approved by Director of Human Resources, Occupational Group, Initial, Probation and Definite]

AUTORIDAD DE ENERGÍA ELÉCTRICA  
ESTRUCTURA DE SALARIOS ANUALES  
CELADORES DE LÍNEAS  
CUBIERTOS POR EL CONVENIO COLECTIVO UTIER  
EFECTIVA EL 20 DE MAYO DE 2007

Aprobado:



Anibal Hernández Ramos  
Director de Recursos Humanos

Grupo Ocupacional	Initial	Probatorio	Definitivo	5	10	15	20	25	30	35	
I	16.61	16.75	16.83	16.98	17.13	17.28	17.43	17.58	17.73	17.88	por hora
	1,245.75	1,256.25	1,262.25	1,273.50	1,284.75	1,296.00	1,307.25	1,318.50	1,329.75	1,341.00	catorenal
	32,389.50	32,662.50	32,818.50	33,111.00	33,403.50	33,696.00	33,988.50	34,281.00	34,573.50	34,866.00	anual
	2,699.13	2,721.88	2,734.88	2,759.25	2,783.63	2,808.00	2,832.38	2,856.75	2,881.13	2,905.50	equiv. mensual
II	17.05	17.19	17.27	17.44	17.61	17.78	17.95	18.12	18.29	18.46	por hora
	1,278.75	1,289.25	1,295.25	1,308.00	1,320.75	1,333.50	1,346.25	1,359.00	1,371.75	1,384.50	catorenal
	33,247.50	33,520.50	33,676.50	34,008.00	34,339.50	34,671.00	35,002.50	35,334.00	35,665.50	35,997.00	anual
	2,770.63	2,793.38	2,806.38	2,834.00	2,861.63	2,889.25	2,916.88	2,944.50	2,972.13	2,999.75	equiv. mensual
III	17.71	17.85	17.94	18.13	18.32	18.51	18.70	18.89	19.08	19.27	por hora
	1,328.25	1,338.75	1,345.50	1,359.75	1,374.00	1,388.25	1,402.50	1,416.75	1,431.00	1,445.25	catorenal
	34,534.50	34,807.50	34,983.00	35,353.50	35,724.00	36,094.50	36,465.00	36,835.50	37,206.00	37,576.50	anual
	2,877.88	2,900.63	2,915.25	2,946.13	2,977.00	3,007.88	3,038.75	3,069.63	3,100.50	3,131.38	equiv. mensual
IV	17.96	18.10	18.19	18.38	18.57	18.76	18.95	19.14	19.33	19.52	por hora
	1,347.00	1,357.50	1,364.25	1,378.50	1,392.75	1,407.00	1,421.25	1,435.50	1,449.75	1,464.00	catorenal
	35,022.00	35,295.00	35,470.50	35,841.00	36,211.50	36,582.00	36,952.50	37,323.00	37,693.50	38,064.00	anual
	2,918.50	2,941.25	2,955.88	2,986.75	3,017.63	3,048.50	3,079.38	3,110.25	3,141.13	3,172.00	equiv. mensual

pep

I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.



[Puerto Rico Electric Power Authority Structure of Annual Wages Linemen, Effective August 24, 2008, per hour, fourteen days, annual and monthly equivalent approved by Director of Human Resources, Occupational Group, Initial, Probation and Definite]

AUTORIDAD DE ENERGÍA ELÉCTRICA  
ESTRUCTURA DE SALARIOS ANUALES  
CELADORES DE LÍNEAS  
CUBIERTOS POR EL CONVENIO COLECTIVO UTIER  
EFECTIVA EL 24 DE AGOSTO DE 2008

Aprobado:


Aníbal Hernández Ramos  
Director de Recursos Humanos

Grupo Ocupacional	Initial	Probatorio	Definitivo	5	10	15	20	25	30	35	
I	17.27	17.42	17.50	17.66	17.82	17.97	18.13	18.28	18.44	18.60	por hora
	1,295.25	1,306.50	1,312.50	1,324.50	1,336.50	1,347.75	1,359.75	1,371.00	1,383.00	1,395.00	catorcenal
	33,676.50	33,969.00	34,125.00	34,437.00	34,749.00	35,041.50	35,353.50	35,646.00	35,958.00	36,270.00	anual
	2,806.38	2,830.75	2,843.75	2,869.75	2,895.75	2,920.13	2,946.13	2,970.50	2,996.50	3,022.50	equiv. mensual
II	17.73	17.88	17.96	18.14	18.31	18.49	18.67	18.84	19.02	19.20	por hora
	1,329.75	1,341.00	1,347.00	1,360.50	1,373.25	1,386.75	1,400.25	1,413.00	1,426.50	1,440.00	catorcenal
	34,573.50	34,866.00	35,022.00	35,373.00	35,704.50	36,055.50	36,406.50	36,738.00	37,089.00	37,440.00	anual
	2,881.13	2,905.50	2,918.50	2,947.75	2,975.38	3,004.63	3,033.88	3,061.50	3,090.75	3,120.00	equiv. mensual
III	18.42	18.56	18.66	18.86	19.05	19.25	19.45	19.65	19.84	20.04	por hora
	1,381.50	1,392.00	1,399.50	1,414.50	1,428.75	1,443.75	1,458.75	1,473.75	1,488.00	1,503.00	catorcenal
	35,919.00	36,192.00	36,387.00	36,777.00	37,147.50	37,537.50	37,927.50	38,317.50	38,688.00	39,078.00	anual
	2,993.25	3,016.00	3,032.25	3,064.75	3,095.63	3,128.13	3,160.63	3,193.13	3,224.00	3,256.50	equiv. mensual
IV	18.68	18.82	18.92	19.12	19.31	19.51	19.71	19.91	20.10	20.30	por hora
	1,401.00	1,411.50	1,419.00	1,434.00	1,448.25	1,463.25	1,478.25	1,493.25	1,507.50	1,522.50	catorcenal
	36,426.00	36,699.00	36,894.00	37,284.00	37,654.50	38,044.50	38,434.50	38,824.50	39,195.00	39,585.00	anual
	3,035.50	3,058.25	3,074.50	3,107.00	3,137.88	3,170.38	3,202.88	3,235.38	3,266.25	3,298.75	equiv. mensual

pep

I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

[Puerto Rico Electric Power Authority Structure of Annual Wages Linemen, Effective August 23, 2009. per hour, fourteen days, annual and monthly equivalent approved by Director of Human Resources, Occupational Group, Initial, Probation and Definite]

<p style="text-align: center;">AUTORIDAD DE ENERGÍA ELÉCTRICA ESTRUCTURA DE SALARIOS ANUALES CELADORES DE LÍNEAS CUBIERTOS POR EL CONVENIO COLECTIVO UTIER EFECTIVA EL 23 DE AGOSTO DE 2009</p>												
<p style="text-align: right;">Aprobado:  Anibal Hernández Ramos Director de Recursos Humanos</p>												
Grupo Ocupacional	Inicial	Probatorio	Definitivo	5	10	15	20	25	30	35		
I	17.96	18.12	18.20	18.37	18.53	18.69	18.86	19.01	19.18	19.34	por hora	
	1,347.00	1,359.00	1,365.00	1,377.75	1,389.75	1,401.75	1,414.50	1,425.75	1,438.50	1,450.50	catocenal	
	35,022.00	35,334.00	35,490.00	35,821.50	36,133.50	36,445.50	36,777.00	37,069.50	37,401.00	37,713.00	anual	
	2,918.50	2,944.50	2,957.50	2,985.13	3,011.13	3,037.13	3,064.75	3,089.13	3,116.75	3,142.75	equiv. mensual	
II	18.44	18.60	18.68	18.87	19.04	19.23	19.42	19.59	19.78	19.97	por hora	
	1,383.00	1,395.00	1,401.00	1,415.25	1,428.00	1,442.25	1,456.50	1,469.25	1,483.50	1,497.75	catocenal	
	35,958.00	36,270.00	36,426.00	36,796.50	37,128.00	37,498.50	37,869.00	38,200.50	38,571.00	38,941.50	anual	
	2,996.50	3,022.50	3,035.50	3,066.38	3,094.00	3,124.88	3,155.75	3,183.38	3,214.25	3,245.13	equiv. mensual	
III	19.16	19.30	19.41	19.61	19.81	20.02	20.23	20.44	20.63	20.84	por hora	
	1,437.00	1,447.50	1,455.75	1,470.75	1,485.75	1,501.50	1,517.25	1,533.00	1,547.25	1,563.00	catocenal	
	37,362.00	37,635.00	37,849.50	38,239.50	38,629.50	39,039.00	39,448.50	39,858.00	40,228.50	40,638.00	anual	
	3,113.50	3,136.25	3,154.13	3,186.63	3,219.13	3,253.25	3,287.38	3,321.50	3,352.38	3,386.50	equiv. mensual	
IV	19.43	19.57	19.68	19.88	20.08	20.29	20.50	20.71	20.90	21.11	por hora	
	1,457.25	1,467.75	1,476.00	1,491.00	1,506.00	1,521.75	1,537.50	1,553.25	1,567.50	1,583.25	catocenal	
	37,888.50	38,161.50	38,376.00	38,766.00	39,156.00	39,565.50	39,975.00	40,384.50	40,755.00	41,164.50	anual	
	3,157.38	3,180.13	3,198.00	3,230.50	3,263.00	3,297.13	3,331.25	3,365.38	3,396.25	3,430.38	equiv. mensual	

pep

I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

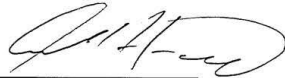
[Puerto Rico Electric Power Authority Structure of Annual Wages Linemen, Effective August 22, 2010. per hour, fourteen days, annual and monthly equivalent approved by Director of Human Resources, Occupational Group, Initial, Probation and Definite]

<p style="text-align: center;">AUTORIDAD DE ENERGÍA ELÉCTRICA ESTRUCTURA DE SALARIOS ANUALES CELADORES DE LÍNEAS CUBIERTOS POR EL CONVENIO COLECTIVO UTIER EFFECTIVA EL 22 DE AGOSTO DE 2010</p>												
Grupo Ocupacional	I				II				III			
	Initial	Probatorio	Definitivo		Initial	Probatorio	Definitivo		Initial	Probatorio	Definitivo	
I	18.68	18.84	18.93	5	19.10	19.27	19.44	20	19.61	19.77	19.95	35
	1,401.00	1,413.00	1,419.75		1,432.50	1,445.25	1,458.00		1,470.75	1,482.75	1,496.25	
	36,426.00	36,738.00	36,913.50		37,245.00	37,576.50	37,908.00		38,239.50	38,551.50	38,902.50	
	3,035.50	3,061.50	3,076.13		3,103.75	3,131.38	3,159.00		3,186.63	3,212.63	3,241.88	
II	19.18	19.34	19.43	5	19.62	19.80	20.00	20	20.20	20.37	20.57	35
	1,438.50	1,450.50	1,457.25		1,471.50	1,485.00	1,500.00		1,515.00	1,527.75	1,542.75	
	37,401.00	37,713.00	37,888.50		38,259.00	38,610.00	39,000.00		39,390.00	39,721.50	40,111.50	
	3,116.75	3,142.75	3,157.38		3,188.25	3,217.50	3,250.00		3,282.50	3,310.13	3,342.63	
III	19.93	20.07	20.19	5	20.39	20.60	20.82	20	21.04	21.26	21.46	35
	1,494.75	1,505.25	1,514.25		1,529.25	1,545.00	1,561.50		1,578.00	1,594.50	1,609.50	
	38,863.50	39,136.50	39,370.50		39,760.50	40,170.00	40,599.00		41,028.00	41,457.00	41,847.00	
	3,238.63	3,261.38	3,280.88		3,313.38	3,347.50	3,383.25		3,419.00	3,454.75	3,487.25	
IV	20.21	20.35	20.47	5	20.68	20.88	21.10	20	21.32	21.54	21.74	35
	1,515.75	1,526.25	1,535.25		1,551.00	1,566.00	1,582.50		1,599.00	1,615.50	1,630.50	
	39,409.50	39,682.50	39,916.50		40,326.00	40,716.00	41,145.00		41,574.00	42,003.00	42,393.00	
	3,284.13	3,306.88	3,326.38		3,360.50	3,393.00	3,428.75		3,464.50	3,500.25	3,532.75	
<p style="text-align: right;">Anibal Hernández Ramos Director de Recursos Humanos</p>												

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PUERTO RICO ELECTRIC POWER AUTHORITY  
STRUCTURE OF ANNUAL WAGES  
LINEMEN COVERED BY COLLECTIVE BARGAINING AGREEMENT  
UTIER  
EFFECTIVE AUGUST 21, 2011

Approved:   
Aníbal Hernández Ramos  
Director of Human Resources

Occupational Group	Initial	Probation	Definite	5	10	15	20	25	30	35
I	19.45	19.61	19.70	19.87	20.04	20.21	20.38	20.54	20.72	20.88 per hour
	1,458.75	1,470.75	1,477.50	1,490.25	1,503.00	1,515.75	1,528.50	1,540.50	1,554.00	1,566.00 every fourteen days
	37,927.50	38,239.50	38,415.00	38,746.50	39,078.00	39,409.50	39,741.00	40,053.00	40,404.00	40,716.00 annual
	3,160.63	3,186.63	3,201.25	3,228.88	3,256.50	3,284.13	3,311.75	3,337.75	3,367.00	3,393.00 monthly equiv.
II	19.95	20.11	20.20	20.39	20.57	20.77	20.97	21.14	21.34	21.54 per hour
	1,496.25	1,508.25	1,515.00	1,529.25	1,542.75	1,557.75	1,572.75	1,585.50	1,600.50	1,615.50 every fourteen days
	38,902.50	39,214.50	39,390.00	39,760.50	40,111.50	40,501.50	40,891.50	41,223.00	41,613.00	42,003.00 annual
	3,241.88	3,267.88	3,282.50	3,313.38	3,342.63	3,375.13	3,407.63	3,435.25	3,467.75	3,500.25 monthly equiv.
III	20.70	20.84	20.96	21.16	21.37	21.59	21.81	22.03	22.23	22.44 per hour
	1,552.50	1,563.00	1,572.00	1,587.00	1,602.75	1,619.25	1,635.75	1,652.25	1,667.25	1,683.00 every fourteen days
	40,365.00	40,638.00	40,872.00	41,262.00	41,671.50	42,100.50	42,529.50	42,958.50	43,348.50	43,758.00 annual
	3,363.75	3,386.50	3,406.00	3,438.50	3,472.63	3,508.38	3,544.13	3,579.88	3,612.38	3,646.50 monthly equiv.
IV	20.98	21.12	21.24	21.45	21.65	21.87	22.09	22.31	22.51	22.72 per hour
	1,573.50	1,584.00	1,593.00	1,608.75	1,623.75	1,640.25	1,656.75	1,673.25	1,688.25	1,704.00 every fourteen days
	40,911.00	41,184.00	41,418.00	41,827.50	42,217.50	42,646.50	43,075.50	43,504.50	43,894.50	44,304.00 annual
	3,409.25	3,432.00	3,451.50	3,485.63	3,518.13	3,553.88	3,589.63	3,625.38	3,657.88	3,692.00 monthly equiv.

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ARTICLE XXX - EXTRAORDINARY COMPENSATION

Section 1. Extraordinary compensation will be paid as follows:

- A. Double the regular salary rate for hours worked in excess of seven and a half (7½) hours a day.

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- B. Double the regular salary rate for hours worked during the workweek in excess of thirty-seven and a half (37½) hours on the sixth and seventh day (day of rest).
- C.
1. Regular, special regular, and temporary workers required to work on approved holidays or during those hours granted free with pay as set forth in Article XXIII shall receive payment for such worked hours at double their regular salary rate. This compensation includes basic pay or granted pay when these hours or holidays are included in their regular work schedule. In this case, regular, special regular, and temporary workers with a work schedule of eight (8) consecutive hours in rotating shifts and seven and a half (7½ hours) will be paid an additional hour for the work done during the meal period during a holiday or a day granted free with pay.
  2. Emergency workers shall be paid at double the regular salary rate for hours worked on approved holidays as provided in Article XXIV. This compensation includes the regular pay granted when the worked hours are included within their regular working hours on those holidays granted free with pay to emergency workers, as provided in Article XXIV. When an emergency worker has not been required to work on public holidays, he/she will receive no compensation whatsoever, except on those holidays granted free with pay included in his/her regular work schedule, as provided in Article XXIV.
  3. Emergency workers required to work during those hours granted free with pay by the Authority due to administrative provision of the Governor, as provided in Article XXV, shall receive pay for these worked hours at

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double the regular salary rate. This compensation includes the regular pay granted if the worked hours are included within the regular working hours. If they are not required to work during their regular working hours granted free with pay, emergency workers will receive pay for these hours at the rate of the regular salary rate.

Section 2. That worker whose regular schedule is not one of rotating shifts and whose regular schedule is interrupted will be compensated for the hours worked in substitution of his regular working hours at double the regular salary rate including the basic pay for the duration of the substitution.

Section 3. When a rotating shift worker is called to work shifts in addition to his regular shift without having completed sixteen and a half ( $16\frac{1}{2}$ ) hours of rest after his seven and a half ( $7\frac{1}{2}$ ) hours of work, he shall be compensated at twice the regular salary rate.

Section 4. Workers on rotating shifts and those who, as a condition of work, are required to work on schedules of eight (8) consecutive hours will work the eight (8) consecutive hours per day, but will receive pay for work performed in excess of the regular workday of seven and a half ( $7\frac{1}{2}$ ) hours at double the regular salary rate.

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ARTICLE XXXIII - CHRISTMAS BONUS (\$600.00)

Section 1.

- A. The Electric Power Authority shall grant on the first Friday of the month of December of each year covered by this agreement a Christmas Bonus to each of the regular and special regular workers belonging to the appropriate Unit, to which this agreement refers, who had been employed at the close of the fiscal year prior to the month of December in each of those years and had at least six (6) months of service as such at the close of said fiscal year. The bonus will be equivalent to eight percent (8%) of the total salary earned by each worker during each of those fiscal years.
- B. In those cases in which, before the end of the fiscal year, the employee has died, retired, or been recruited by the Armed Forces of the United States, he/she shall be entitled to the Christmas Bonus this year in proportion to the total salary earned during the fiscal year, as if it had continued and been in active service until the close of that fiscal year.
- C. In the case of the employees who retire, they will be liquidated the corresponding amount of the Christmas Bonus under this Article, at the time of retirement.

Section 2. All temporary employees shall be entitled to receive a Christmas Bonus equivalent to six percent (6%) of their annual salary up to eight thousand dollars (\$8,000.00) and four percent (4%) of the excess of eight thousand dollars (\$8,000.00) up to ten thousand dollars (\$10,000.00) in each year he/she has rendered services to the Authority during at least nine hundred sixty (960) hours within the period of twelve (12) months from December 1 of the previous year to November 30 in which it is granted.

For purposes of determining the amount of the Christmas Bonus, the annual salary shall be considered as the total salary earned by the temporary employee up to the amount of ten thousand dollars (\$10,000) during the twelve (12) months preceding December 1 of the year in which the bonus is granted.

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Services for fifteen (15) days or more during a month will be considered as one month of service.

Section 3. In the event of earthquakes, hurricanes, or casualties that cause damage to the property of the Authority, or that cause a reduction in its income that it cannot cover with the reserves and insurance provided for such damages to property or reduction in its income and the Authority shows that its financial situation does not allow it to pay the Christmas Bonus in the agreed amount, the Authority and the Union shall determine by mutual agreement the reasonable amount to be paid by the Authority, instead of the amount provided in Sections 1 and 2 of this article.

If the Authority and the Union do not agree, the dispute shall be submitted to the decision of a Special Arbitrator to be appointed by mutual agreement between the parties. This Special Arbitrator must be a person of recognized professional competence in the field of finance and economics, and of recognized moral solvency in the community. The Arbitrator shall resolve the dispute in accordance with the provisions of this Article XXXIII and his/her award shall be final and binding on the parties.

The fees and expenses of such Special Arbitrator shall be borne equally by the Authority and the Union.

#### ARTICLE XXXIV - SPECIAL ANNUAL COMPENSATION FOR RISK

Section 1. The Authority shall grant annually a special risk compensation to employees included in the classifications listed in Section 3 under the conditions set out below. This special compensation will be distributed during the Week of Electricity (Powerline Technician's Day and Plant Worker's Day) each year. It is granted since such employees frequently work in one way or another exposed to the risk of coming into electrical contact or those employees, as a consequence of the daily functions performed, are continuously exposed to a real danger of suffering serious physical harm or loss of life.

Section 2. Any employee included in the term of this agreement who, during the calendar year of 1999 and subsequent calendar years, has

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worked actively in one of the classifications included in Section 3 of this Article for a period of six (6) months or more will receive a special annual compensation which is established here according to his/her classification.

In the event that the employee has not completed the six (6) month period indicated above because he/she has been injured, has been disabled or has died as a result of having been exposed to the risks of his/her position or has retired, he/she or his/her beneficiary heirs will have the right to receive the proportional part of the special annual compensation according to the time he/she had worked. The worker who has ceased to be an employee of the Authority on or before December 31, due to resignation, dismissal, or lost seniority shall not be entitled to receive special annual compensation in accordance with the provisions of the agreement.

Section 3. For the purposes of the special annual compensation provided in this Article, the following groups are established with their respective special compensation.

Group A - \$660 annually

1. Powerline Technician III
2. Powerline Technician IV

Group B - \$600 annually

1. Powerline Technician II

Group C - \$460 annually

1. Powerline Technician I
2. Heavy Vehicle Driver III and IV
3. Field Electrician I, II and III
4. Employees from area of Conservation of Substations and Conservation of Power Generation Plants:
  - a. Electrical Equipment Tester Assistant
  - b. Heavy Vehicle Driver III and IV
  - c. Field Electrician I, II and III
  - d. Coil Winder I and II
  - e. Substations Conservation Worker

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- f. Substations Conservation Tinsmiths
- g. Insulating Oil Purification Equipment Operator I and II
- h. Painters I, II and III
- i. Electrical Equipment Tester
- j. Welders I, II, III and IV
- k. General Worker for Buildings and Land I and II
- l. Special General Worker for Buildings and Land
- m. General Worker for Conservation of Substations

5. Employees from Areas of Power Generation Plants

- a. Combined Cycle Unit Operator Assistant
- b. Hydroelectric Generation Plant Operator Assistant
- c. Power Generation Plant Electricians I, II and III
- d. Auxiliary Equipment Operator I, II and Relay
- e. Welders I, II, III and IV

Group D - \$450.00 annually

- 1. Consumption Meter Tester II
- 2. Special Consumption Meter Tester
- 3. Late Accounts Collector and Relay
- 4. Telecommunications-System Lines and Equipment Installer-Repairer

Group E - \$425.00 annually

- 1. Insulation Builder I, II and III
- 2. Powerline Conservation Group Worker
- 3. Tree Trimming Group Worker
- 4. Boiler Mechanic
- 5. Power Generation Plant Mechanic I, II and III
- 6. Instrument Mechanic I, II and III
- 7. Reaction Engine Mechanic I and II
- 8. Power Generation Plant Workshop Mechanic I, II and III
- 9. General Workshop Mechanic
- 10. Trimmers
- 11. **Carrier-Current Relay and Instrument Technician I and II**

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12. General Worker for Buildings and Land I and II
  13. General Worker for Scheduled Conservation
  14. Powerline General Worker
  15. Equipment Worker-Operator
  16. Heavy Equipment Operator I, II and III
- Group F - \$240.00 annually
1. Rigger
  2. Sprayer
  3. Aviation Mechanic Assistant
  4. Heavy Vehicle Driver I and II
  5. Load Study Equipment Installer
  6. Electrical Measuring Instrument Installer
  7. Investigator of Irregularities in Power Consumption
  8. Aviation Mechanic
  9. Substation Equipment Mechanic and his/her assistants
  10. Substations Operator - Computer Systems
  11. Fuel Pumping Equipment Operator
  12. Consumption Meter Tester I
  13. Lab Technician I and II
  14. Employees from Area of Power Generation Plants
    - a. Boiler Mechanic Assistant
    - b. Power Generation Plant Mechanic Assistant
    - c. Carpenters I, II and III
    - d. Heavy Vehicle Driver I, II, III and IV
    - e. Equipment and Tool Worker I and II
    - f. Hydroelectric Generation Plant Operator y Relay
    - g. Heavy Equipment Operator I, II and III
    - h. Forklift Operator
    - i. Worker for Conservation of Power Generation Plants
    - j. General Worker for Power Generation Plant I, II and III
    - k. General Worker for Hydro and Gas Power Plant
    - l. Special General Worker for Power Generation Plant
    - m. General Worker for Buildings and Land I and II

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- n. Special General Worker for Buildings and Land
- o. Special General Worker for Diesel Station
- p. Hydroelectric Station Guard

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ARTICLE XXXVI - PAYMENT OF TRANSFER EXPENSES

Section 1. The Authority shall reimburse the fixed amount of two hundred twenty-five dollars (\$225.00) for transfer expenses to the regular workers who are transferred permanently from one municipality to another

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in the following cases:

- A. When the transfer is the exclusive interest of the Authority.
- B. When the transfer is in accordance with Article XLII on partially disabled workers.

Section 2. In order to allow the employee to relate to his work in the new municipality and to take the necessary steps during working hours to seek permanent accommodation and to carry out any other errands to enable his/her transfer, such regular worker will be transferred temporarily to the other municipality for a period that shall not exceed five (5) working days and the transportation will be provided or paid for and the corresponding per diem allowance will be paid.

#### ARTICLE XXXVII - TRANSFERS IN THE AUTHORITY'S EXCLUSIVE INTEREST

When the Authority needs to permanently transfer a regular worker from one municipality to another or within a municipality, the Authority and the Union together with the employee shall first discuss the reasons which compel the Authority to carry out such transfer, as well as the economic, health, and other damages that the transfer may cause the worker. In case the transfer is carried out in the exclusive interest of the Authority, the regular worker will be reimbursed the following compensation for the transfer as liquidated damages:

- A. Transfer from one municipality to other.....\$575.00
- B. Transfer within a municipality.....\$350.00

Provided that, for the regular worker to be entitled to receive compensation for liquid damages within the municipality, the site or work center to which the worker is transferred must be at a distance by road route, through the shortest route, of two and a half miles (2½) or more from the site or work center from which he/she is being moved.

#### ARTICLE XXXVIII - PENSION SYSTEM

Section 1. The parties agree that the pension system, called the Employee Retirement System of the Puerto Rico Electric Power Authority,

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which has been established and is in force and whose establishment was requested and carried out in accordance with the provisions of the previous collective agreements, must continue to operate subject to proposals for improvements that the parties may submit to the Board of Trustees and that the Board of Trustees accepts, or that the Board of Trustees considers appropriate.

Section 2.

- A. The Authority shall contribute to a special fund in the Employee Retirement System of the Electric Power Authority, during the term of this agreement, the necessary amount actuarially calculated to pay a benefit to regular workers, special regular workers, and regular workers with special appointments, whether or not they belong to any system of retirement, who cease in the active service at the Authority for one of the following causes: retirement due to physical or mental disability; retirement due to age or to years of service and age, or the acceptance of an actuarial pension; or cessation of service due to having reached retirement age. The benefit to be granted upon cessation of service for the aforementioned causes shall be as follows: the accumulated sick leave balance shall be credited as service time at a rate of one (1) creditable service month for every fifteen (15) days of unused sick leave for the purpose of completing and/or increasing years of service for retirement purposes. In the event that the regular worker or the regular worker with a special appointment does not belong to the Retirement System of the Authority, this additional benefit will be paid to him/her as if he/she were a member of said Retirement System.
- B. The Authority will contribute one hundred fifty thousand dollars (\$150,000) annually to the Retirement System of its employees so that, as determined by its Board of Trustees, it secures the personal loans it grants to all its members, up to a maximum of \$10,000. Thus, the balance of such loans, up to the maximum indicated above, will be settled in the event of death of a member or in cases of retirement due to physical disability, as well as in cases of emotional disability, resulting

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from a work-related accident, as recognized by the State Insurance Fund. Any excess on the contribution of \$150,000 per year will be borne by the Retirement System and its members.

#### ARTICLE XXXIX – PROCEDURE FOR COMPLAINT RESOLUTION

Section 1. All disputes and complaints based on the provisions of this agreement shall be the responsibility of the bodies created in this Article and of the bodies created by law.

Section 2. Disputes or complaints must be filed as soon as possible and no later than the next six (6) months from the date on which the events that gave rise to them occurred.

Section 3. The Union shall designate a representative in each of the Sections or Departments of the Authority to represent the workers covered by this agreement in any controversy or complaint arising in said Sections or Departments.

Section 4. Procedure in the Informal Stage

Any controversy or complaint involving the interest of one or more workers within a Section or Department shall be submitted by the worker or the workers themselves or accompanied by the representative to the Supervisor of said Section or Department, including the District Superintendents of Lines, District Engineers, District Managers, Superintendents of Operations, Conservation Engineers, and Superintendents, who shall render his/her decision in writing within a term of five (5) business days following the filing of the dispute or complaint.

If said dispute or complaint is resolved by the supervisor and the Union representative, the decision taken shall be final and unappealable; but it will establish a rule only for that specific case, unless, subsequently, the Authority and the Union of common accord decide to adopt it as a general rule.

If the Union does not agree with the supervisor's decision on such dispute or complaint at this non-formal stage, it shall formally submit it

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by written complaint to the formal appeal level within the next twenty (20) working days after such decision is issued or after the term to reply has expired. Failure to file the complaint within the aforementioned term, the supervisor's decision shall prevail.

The Local Chapter President, at the request of the workers or the Section representative or on his own initiative, may intervene with the solution of any of these disputes or complaints, either from its origin or at any later stage.

Section 5. Formal Level of Responsibility

The formal appealing level is the Chief of the Division or corresponding Administrator or the persons in whom they delegate and the State Council President or the Local Chapter President.

In all cases where the Chief of the Division or the Administrator has delegated to another supervisor, the latter shall have full and exclusive responsibility to address the complaint and the decision that the latter shall take shall be final for the purposes of the Authority at this level of responsibility.

Section 6. Procedure in the Formal Stage

A. Appellate Procedure

In the case of complaints on appeal or complaints filed in the first instance, the Chief of the Division or the Administrator or the person in whom they delegate, as the case may be, shall issue his/her decision in writing within the next twenty (20) working days from the receipt of the appeal or the complaint, establishing the grounds for his/her determination.

In the event that the Union requests in the appeal or in the complaint that a hearing is held, it shall be held within ten (10) working days of receipt of the appeal or the complaint, and the Chief of the Division or the Administrator or the person in whom they delegate shall issue his/her decision in writing within the next ten (10) working days from the end of the hearing.

If one of the parties does not show at the hearing, the complaint will be considered resolved in favor of the other party, unless it has previously

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requested the postponement of the same for justified reasons.

In the event of a postponement, the hearing shall be held within a non-extendible term of ten (10) working days from the date of postponement and the Division Chief or the Administrator, or the person in whom they delegate, as the case may be, shall issue his/her Decision in writing within the next ten (10) working days after the end of the hearing.

The Chief or the Administrator or the person in whom they delegate, as the case may be, will issue his/her decision in writing within the established term; otherwise, the complaint will be considered resolved in favor of the worker. He/she shall send a copy of the decision to the Council President, the Chapter President, and the supervisor who had issued a decision at the non-formal stage.

If the Council President or the Chapter President is not satisfied with the decision issued at the formal appeal level, he shall, within sixty (60) working days of receipt of the formal appeals level decision, notify the General Administrator of the Office of Labor Affairs his/her intention to submit the case to arbitration.

The Union President or the Chapter President shall have sixty (60) working days after receipt of the decision of the formal appeal level to request in writing the intervention of an arbitrator. If there is failure to comply with the aforementioned terms, the decision of the Authority will prevail.

B. Complaints Committee

The Union shall designate four officers to address all cases of arbitration to be ventilated through this procedure and in which the arbitrator has been requested to intervene.

The Authority shall grant leave with pay to these officers so that they may investigate the complaints and represent the Union in the Arbitration forum. It shall be the responsibility of the Union and the Officials to use this leave for the purposes that it is granted.

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The Union official or officers involved in the case or collective cases and the designated officer of the Bureau of Labor Affairs may meet for the purpose of resolving it, either to compromise, withdraw, or adjudicate. This meeting shall be held at the request of either party. At the time of the meeting of the parties, the Complaints Committee shall be constituted. The decisions made by this Committee shall be final and unappealable.

Section 7. When the controversy or complaint arises with respect to one of the employees under the direct supervision of the Formal Level, it must be filed at this level and later the intervention of the arbitrator will be requested in accordance with the established procedure.

Section 8. In the event of a complaint that needs to be resolved urgently for the good of the workers and the service, the State Council President and the Local Chapter President may address it at the higher levels before filing such a complaint at the corresponding level of responsibility.

Section 9. Any dispute that involves the same factual situation and the same provision of the Agreement and that affects the interest of workers of two or more Chapters of the UTIER will be considered as a collective case. In these cases, the State Council President may meet with the General Administrator of the Authority's Office of Labor Affairs or with the person in whom he/she delegates for the purpose of discussing the matter and seeking a solution for it. At that meeting, the State Council President shall submit the names of the employees affected, the Chapters to which they belong, the facts giving rise to the dispute, and the applicable provisions of the agreement. If the parties fail to agree, or if the dispute is not resolved, or if the meeting requested by the State Council President is not achieved, the latter may refer the dispute directly to Arbitration. The arbitrator selected by the parties, by means of the procedure established in Section 12 of this Article, will decide in first instance whether or not the case is collective and, if it is, he/she will proceed to decide on its merits.

The agreement reached by the State Council President and the General Administrator of the Office of Labor Affairs or the award

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issued by the arbitrator shall be applicable to all employees whose names appear in said complaint.

Section 10. At any stage of this procedure, the State Council President or the corresponding Chapter President may discuss the complaint with the General Administrator of the Labor Affairs Office or with whom the latter delegates in order to seek a solution to it. These steps will not interrupt the terms established in this procedure.

Section 11. At the level of responsibility where a complaint is filed, the supervisor will prepare a case file that will contain the complaint and all related documents that have been filed at that level.

If the case is appealed to another level of responsibility, the record will be immediately forwarded to the appropriate level of appeal, and it will be the duty of this level to make any document related to the complaint appearing at the appeal level part of the file.

Section 12. Procedure for the Designation of Arbitrator and Arbitration Hearing

The arbitration procedure will be in accordance with the regulations that the Bureau of Conciliation and Arbitration of the Department of Labor and Human Resources has for this purpose.

- A. The arbitrator will be selected through the procedure of a three-candidate shortlist sent by the Department of Labor, of which the Authority eliminates one candidate, the Union another, and the remainder is designated.
- B. The arbitrator shall have, among other things, the following powers:
  - 1. Cite the parties and determine the site, date, and time for the hearings.
  - 2. Address and resolve requests for postponement of hearings.
  - 3. Direct all activities during the resolution of the cases that are brought up to him/her.
  - 4. Resolve any difference in judgment with respect to the terms and wording of the submission agreement.

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5. Resolve all procedural issues that arise in the course of the hearings.
  6. The Complaints Committee or the arbitrator will issue his/her/its decision taking into consideration those clauses of the agreement applicable to the facts of the complaint that most favor the worker.
- C. The decision will be in accordance with the collective agreement, being the same final and unappealable for the parties, and it must establish the grounds on which it is based.
- D. During the hearings, the services of a stenographer will be used, who will be paid by the Authority, and a copy of the transcription will be supplied to the Union.
- E. The Complaints Committee, nor the arbitrator shall have the power to alter, modify, add, or delete any provision of this agreement.
- F. The expedited procedure for the selection of arbitrators set forth herein shall apply to cases arising from the administration of Article IX, Section 2, Item C.**

Section 13. Procedure to Follow for the Request of Documents: Cases Related to the Adjudication of Job Positions and Procedure for Complaint Resolution

Officials designated by the Union to address cases related to the Adjudication of Job Positions, and complaints under the Procedure for Complaint Resolution, and where the arbitrator has been requested to intervene, shall have the right to request the documents they deem necessary for the investigation and representation of the Union in cases under the following conditions:

1. At the request of the Union, the Arbitration Department of the Office of Labor Affairs shall issue a certificate stating that the arbitrator has been requested to intervene in the case.
2. The Union official shall request in writing the Division Chief or the corresponding Administrator the information of interest and will accompany the request with a copy of the certification. The information requested should be as specific as possible regarding the documents being requested

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- and, if possible, should identify the document with the date of the same and the suggested date of delivery.
3. In those cases in which he/she requests information from a Division Chief or the Administrator and if, after a reasonable time, his/her request has not been answered, the Union official shall coordinate with the corresponding Area Director or the person in whom he/she delegates the date and time at which the requested documents can be delivered. These documents shall be delivered as soon as possible.
  4. In case the Union cannot specify the documents it needs from the personnel file, the assigned Union official shall immediately coordinate with the Supervisor of the Personnel Transactions Department the date and time the Union official will come to examine the file. The copies of the needed documents will be requested to the Supervisor of the Personnel Archive and Mail Section, who will supply the same.

Section 14. Claims for extraordinary compensation will be resolved through the procedure for the resolution of complaints established in this Article. The parties or their attorneys may agree that the decision of these cases be in accordance with law.

Section 15. The days referred to in this Article shall be working days. In computing the terms established here, the first day will be excluded and the last day will be included.

Section 16. The parties agree to continue to consider different alternatives to expedite the procedure to address and settle complaints.

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## ARTICLE XLI - DISCIPLINARY PROCEDURE

Section 1. In all cases of reprimand, disciplinary measures, or suspension of employment and salary in regards to a worker, the corresponding charges must be formulated and notified by the supervisor, which will be based on the Rules of Discipline dated 1 January 1950, Spanish version.

Such rules may not be changed, altered, or amended unless the consent of the parties is met.

Section 2. Once he/she becomes aware of the facts, the supervisor will conduct an investigation of the facts and will render a report of said investigation no later than thirty (30) working days following the date in which the supervisor gained official knowledge of said facts. A copy of the supervisor's report will be sent to the worker, the Section representative, the Local Chapter President, and the State Council President. The formulation of charges shall be made as soon as possible and no later than twenty (20) working days after the supervisor has

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completed the investigation of the facts that gave rise to said charges and the same shall indicate the penalty that the violation to the imputed Rules of Conduct entails.

Notification of the charges to the worker will be done by personal delivery to the worker or by certified mail to his official address, according to the records of the Personnel Office. Copy of the charges will be sent to the Section representative, the Local Chapter President, and the State Council President.

Section 3. Any worker charged with violation of one or more of the Rules of Conduct shall have fifteen (15) working days from the date of receipt of the notification of such charges by the State Council President in order to request the General Administrator of the Office of Labor Affairs to hold a formal arbitration hearing for the ventilation thereof, which shall be before an arbitrator of the Department of Labor. At the hearing, the worker shall be represented by the State Council President or any other Union official and/or by the lawyer he/she chooses.

Section 4. The Authority shall request the Department of Labor in writing the sending of a list of three (3) arbitrators in order for the parties to select the arbitrator who will handle the hearing. From that list, the Union will eliminate one (1) candidate, the Authority will eliminate another, and the one that remains will be the arbitrator who will address the case. Once the arbitrator is selected, the arbitrator will indicate the date of the hearing.

The arbitrator shall resolve the case no later than thirty (30) working days after the end of the hearing. The arbitrator shall notify his decision to the Executive Director, through the Administrator of the Bureau of Labor Affairs, in order to have it enforced. A copy of the award will also be sent by the arbitrator to the worker and the State Council President, the Local Chapter President, and the attorneys, if any.

Section 5. If the worker has not been suspended temporarily and the hearing is held on one of his/her days off, the time spent by him/her at the hearing shall be paid in accordance with the provisions of the Agreement and he/she shall also be entitled to his/her corresponding per diem allowance. If the defense witnesses are working,

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the Authority will grant them free time with pay up to the maximum of their regular daily working hours and they will also be entitled to their corresponding per diem allowances.

Section 6. Summary Suspensions

- A. Only the following charges shall be cause for summary suspension from employment and salary prior to the formal hearing: embezzlement, theft, escalation, misuse of funds of the Authority, recidivist and illegal use of controlled substances, or refusal to submit to a rehabilitation program, or reasonable grounds for the actual danger of destruction to the property of the Authority or the life of any of its employees.
- B. Any disciplinary case based on those causes, as well as those cases contemplated in Article XIX, Work-Related Accident Leave, shall be vested before the examining officers selected by the parties, in accordance with the terms of this Article.
- C. UTIER recognizes the faculty of the Authority, in those cases in which a summary suspension from employment and salary proceeds, to allow the employee to continue performing his/her functions without this depriving its jurisdiction to ventilate the merits of the case before an examining official.
- D. In those cases in which the Authority is interested in ordering the worker's summary suspension from employment and salary, the Authority will grant an informal, prior, non-evidentiary hearing. In the summons to this informal hearing, the employee will be notified in writing of the administrative charges. At the hearing, the worker will be given a description of the evidence that the employer has and the employee will have the opportunity to express his/her version of what happened. Likewise, the employee will have the right to expose the defenses that he can have before the imputations notified in the informal summons. At the hearing, the employee may be assisted (advised) by the union representative or legal representative that he determines.

If the employee does not appear at that hearing or does not present defenses that defeat said allegations, the Authority may impose the summary suspension from employment and salary. The employee will be entitled to a copy of his/her statement.

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- E. If conditions arise which capture the compelling interest of the Authority thus preventing an informal hearing prior to the suspension from employment, the Authority may order a summary suspension from employment until an informal hearing is held.
- F. In cases in which the Authority deems a summary suspension from employment or employment and salary, the charges and the Investigation Report shall be notified to the worker, the Chapter President, and the State Council President no later than the first five (5) working days following the date of said summary suspension from employment, excluding Saturdays, Sundays, and holidays, delivered to the worker personally or by registered letter with acknowledgment of receipt to his official address, according to the records of the Personnel Office. Copies will be sent by certified mail to the Chapter President and to the State Council President. In the case of rotating shift workers, the five (5) working days will be included in their regular work schedule.
- G. Following the summary suspension and, at the employee's request, the formal hearing will be held before the designated examining official.

The term to request a formal administrative hearing before an examining official is fifteen (15) working days and will be counted from the date on which the State Council President receives a copy of the notification with the formulated charges. This request for hearing shall be made to the General Administrator of the Bureau of Labor Affairs.

The examining official shall call and hold a hearing within fifteen (15) calendar days from the date of receipt of his appointment. If one of the parties does not appear at the hearing, the examining officer shall proceed to decide the case according to the evidence admitted at said hearing.

The decision of the examining official shall be issued within thirty (30) calendar days following the date on which the case is submitted. The examining official shall notify the Executive Director of his/her decision through the Administrator of the Bureau of Labor Affairs. A stenographic record of the hearing shall be kept and

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a copy of the transcript of the record shall be provided to the examining official, the Union, and the Authority.

- H. In cases of illegal use of controlled substances, the Authority may summarily suspend a worker from employment and salary if he relapses into illegal use of controlled substances or refuses to submit to a Rehabilitation Program, after holding an informal hearing, which shall be no later than five (5) business days following the date of employment suspension. The suspension from employment will be automatic, once the supervisor is notified.

The worker will be informed by the Authority in writing of the administrative charges indicating the time, day, and place of the informal hearing. At the hearing, the worker will be given a description of the evidence that the Authority has and he/she will have the opportunity to express his/her version of what happened. Likewise, the employee will have the right to expose the defenses that he/she might have before the imputations notified in the informal summons. At the hearing, the worker may be assisted (advised) by the union representative or legal representative that he/she determines.

In cases of suspension before the formal hearing, the charges will be notified to the worker and to the Union no later than the first five (5) working days following the date of suspension, excluding Saturdays, Sundays, and public holidays, by notifying the worker by means of an original and a copy of the charges formulated and copying the Section representative, the Local Chapter President, and the State Council President; it is understood that, in the case of the workers of rotating shifts, the five (5) working days will be included in their regular work schedule. These notifications may be in person or by registered mail.

In these cases, the corresponding charges will be formulated and notified, in accordance with the provisions of this procedure, by the employee's supervisor. Any worker who is charged, in accordance with the above procedure, shall have five (5) working days from the date of receipt of the notification to the State Council President with the formulation of said charges in order to request the General Administrator of the Office of Labor Affairs

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holding a hearing for the ventilation of these. The Office of Labor Affairs shall notify the appropriate examining official, who shall call and hold a hearing within ten (10) calendar days from the date of receipt of such notice. If one of the parties does not appear at the hearing, the examining official shall proceed to decide the case according to the evidence admitted at said hearing.

The decision of the examining official shall be issued within ten (10) calendar days following the date on which the case was submitted.

The examining official shall notify the Executive Director of his/her decision through the Administrator of the Bureau of Labor Affairs to be enforced. Copies of this decision must also be sent by the latter to the worker, the State Council President, the Local Chapter President, and the attorneys, if any.

I. Examining Officials

The parties agree to establish a list of nine (9) examining officials. Such examining officials shall be former judges from the Courts of Justice of the Commonwealth of Puerto Rico.

- J. The agreed list may be reviewed every two years, at the request of one of the parties. Such request must be formalized at least ninety (90) days in advance of the expiration of such term. If no such request is made, the list will be renewed automatically for a similar period. The request for modification and/or replacement of examining officials shall be made by certified mail with acknowledgment of receipt, identifying the name(s) of the examining officials(s) to be replaced and the name of his/her substitute. If the situation arises in which, at the request of the Authority or UTIER, there are less than five (5) who will continue to function as such, examining officials, the names of the excluded shall be sorted to bring the number to five (5) while the parties designate by mutual agreement the alternates until completing nine (9).

- K. Until a new list is negotiated, the list shall be valid and the cases assigned or pending before all examining officials will continue their normal course of action.

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- L. If one of the parties in a specific case requests the inhibition of an examining official, the provisions of Rule 63 of the Rules of Civil Procedure of Puerto Rico shall be followed.
- M. The professional services corresponding to the examining officials will be satisfied in a proportion of fifty (50%) percent each party. Those examining officials with five (5) years or more as such shall earn fees of one hundred dollars (\$100) per hour and those with less than five (5) years, fees of seventy (\$70) dollars per hour.
- N. In cases of death, indisposition, prolonged illness, disability, resignation, prolonged absence, or other reasons in which an examining official is not available, the parties shall meet and mutually agree upon his/her substitute within a term no greater than forty five (45) days. Prolonged sickness or absence shall mean a term of six (6) months in which, for that reason, the examining official cannot continue to perform as such.
- O. The list of examining officials will be prepared in alphabetical order. A system of case allocation will be established based on the order in which the request for the hearing is received from the Union President or in the order in which the cases arrive at the Office of Special Procedures, whichever is the earlier. For these purposes, the stamp of receipt of the Office of Special Procedures shall be used. The Union shall attach to the request a copy of the formulation of charges. Once the request for the hearing has been filed and the corresponding examining official is assigned, according to the order of the list, the UTIER and the Authority shall notify the official in writing of their designation to address the case in their representation. The Authority shall prepare the letter of designation for the signature of both parties and send it in hand with a messenger to obtain immediately (at that moment) the signature of the Union President, or one of the persons authorized to sign on his/her behalf.

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Section 7. If the guilt of the worker is not proven and if he/she has been temporarily suspended from employment and salary, he/she will be reinstated to his/her job and will be paid all wages for the time that he/she has been suspended. During the first eight (8) weeks, he/she will be paid, in addition, all those marginal benefits that would have been due to him/her if he/she had been working during the period of suspension, such as: payment of the meal period, differential pay, public holidays, and others.

In the case of temporary suspension of temporary workers and an order for their reinstatement in the job, the payment of salaries and marginal benefits shall not exceed the period of suspension included in their appointment.

Section 8. In those meritorious cases of past good conduct and years of service, the Executive Director may exercise his administrative clemency when enforcing the decision of the arbitrator or the examining official.

Section 9. Notwithstanding the foregoing, any case of alleged violation of the Rules of Conduct by one or more workers may be addressed and resolved by the supervisors of the Authority and the Union officials, without the need for a hearing by the arbitrator, except in cases of embezzlement, theft, escalation, misuse of funds of the Authority, or cases that, by provisions of law, the Authority is obliged to inform the Secretary of Justice and the Comptroller of Puerto Rico; as well as cases involving a violation of Article XIX of the Work-Related Accident Leave.

Section 10. No worker may be transferred for disciplinary action without a hearing. The Authority and the Union shall meet to discuss and agree on how to effect the transfer.

Section 11. The procedures established in this Article for ventilation and resolution of charges shall enter into force on the date of signature of the agreement and pending cases shall be continued to be ventilated and resolved according to the previous procedure.

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DISCIPLINARY STANDARDS  
January 1, 1950 (As amended)

RULES OF CONDUCT	FORMAL WARNING	SUSPENSION FOR 40 WORKING HOURS	SUSPENSION OF OCCUPATIONAL ACCIDENT LEAVE	SUSPENSION FOR 80 WORKING HOURS	DEFINITE SUSPENSION
1. Repeated tardiness, slacking, lack of interest or negligence in the performance of the duties of the job are not permitted.	First, Second, and Third time				Fourth time
2. Buying or selling on the premises of the Authority without prior permission is not permitted.	First time	Second time		Third time	Fourth time
3. Leaving the workplace during working hours without prior permission is not permitted.	First time	Second time		Third time	Fourth time
4. Failure to notify the supervisor of an absence as provided in the rules on absences is not allowed.	First time	Second time		Third time	Fourth time
5. Failing to follow the Safety Rules as stipulated by the Authority for each position is not permitted. If a supervisor requests an employee to perform work that involves an accident risk without providing the necessary precautions and safety measures, the employee may appeal the order to a higher supervisor so that	First time	Second time		Third time	Fourth time

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RULES OF CONDUCT	FORMAL WARNING	SUSPENSION FOR 40 WORKING HOURS	SUSPENSION OF OCCUPATIONAL ACCIDENT LEAVE	SUSPENSION FOR 80 WORKING HOURS	DEFINITE SUSPENSION
adequate safety measures may be provided, but if the higher-ranking supervisor considers them to be sufficient, the employee should not refuse to perform the job.					
6. Posting notices and circulating leaflets without prior notice is not permitted.	First time	Second time		Third time	Fourth time
7. Failing to report injuries on the job or not obeying the instructions of a doctor or nurse is not permitted.	First time	Second time		Third time	Fourth time
8. Failing to mark an employee's arrival and leaving the job times on the daily attendance sheet is not permitted.	First time	Second time		Third time	Fourth time
9. Money-lending business is not permitted.	First time	Second time		Third time	Fourth time
10. Participating in political activities and campaigns is not permitted.	First time	Second time		Third time	Fourth time
11. Disorderly conduct, roughhousing, etc. in working hours or on the premises of the Authority is not permitted.		First time		Second time	Third time
12. Threatening, indecent, and obscene language is not permitted.					

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RULES OF CONDUCT	FORMAL WARNING	SUSPENSION FOR 40 WORKING HOURS	SUSPENSION OF OCCUPATIONAL ACCIDENT LEAVE	SUSPENSION FOR 80 WORKING HOURS	DEFINITE SUSPENSION
13. Lack of attention nor negligence in responding to requests by the public is not permitted.		First time		Second time	Third time
14. Sleeping on the job is not permitted.		First time		Second time	Third time
15. Disposing of Authority property without express permission, whether moving it, abandoning it, transferring it, or taking it off Authority premises is not permitted.		First time		Second time	Third time
16. Refusing to follow orders to perform urgent work outside working hours without a valid explanation is not permitted.		First time		Second time	Third time
17. Improper use of Authority property, equipment, funds or services is not permitted.				First time	Second time
18. Insubordination is not permitted.				First time	Second time
19. Marking the entrance or exit time card of another employee is not permitted.				First time	Second time

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RULES OF CONDUCT	FORMAL WARNING	SUSPENSION FOR 40 WORKING HOURS	SUSPENSION OF OCCUPATIONAL ACCIDENT LEAVE	SUSPENSION FOR 80 WORKING HOURS	DEFINITE SUSPENSION
20. Reporting to work under the influence of intoxicating beverages or bringing or using them on Authority premises or on the job is not permitted.				First time	Second time
21. Failing to report any known illness, physical impediment or defect of the employee that could endanger the health or safety of co-workers is not permitted.				First time	Second time
22. Destroying, damaging or abusing Authority property is not permitted				First time	Second time
23. Disclosure of confidential information or data of the Authority is not permitted				First time	Second time
24. Falsifying or malicious alteration of Authority documents is not permitted.					First time
25. Fights or assault are not permitted					First time
26. Stealing from employees, the Authority or the public is not permitted.					First time

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RULES OF CONDUCT	FORMAL WARNING	SUSPENSION FOR 40 WORKING HOURS	SUSPENSION OF OCCUPATIONAL ACCIDENT LEAVE	SUSPENSION FOR 80 WORKING HOURS	DEFINITE SUSPENSION
27. Willfully obstructing or limiting Authority production or services is not permitted.					First time
28. Soliciting or accepting bribes or gratuities is not permitted.					First time
29. Concealing or misrepresenting facts or making false statements is not permitted.					First time
30. Abandoning work is not permitted. Requests for leave without pay shall be submitted two weeks in advance. Resignations shall be in writing at least two weeks in advance.					First time
31. Abandoning duties in working hours by employees who are depended on for service to the public or who are in charge of the custody or operation of Authority property or equipment without obtaining prior authorization to do so is not permitted.					First time

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RULES OF CONDUCT	FORMAL WARNING	SUSPENSION FOR 40 WORKING HOURS	SUSPENSION OF OCCUPATIONAL ACCIDENT LEAVE	SUSPENSION FOR 80 WORKING HOURS	DEFINITE SUSPENSION
32. Carrying firearms and handling explosives on Authority premises or on the job, unless related to work, is not permitted.					First time
33. Pretending to have an occupational illness or accident for the purpose of taking Occupational Accident Leave or engaging in compensated activities or work or performing work for a natural person or legal entity while on such leave is not permitted.					First time
34. Making improper use of Occupational Leave consisting of engaging in activities or work that is contraindicated by the State Insurance Fund or activities or work that negatively affect the recovery of the employee, and consequently delay the return to work, is not permitted			First time	Second time	Third time

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DISCIPLINARY RULES RELATED TO TESTING FOR CONTROLLED SUBSTANCES

RULES OF CONDUCT	SUBMIT RO REHABILITATION PROGRAM	SUSPENSION 37 1/2 WORKING HOURS	SUSPENSION 75 WORKING HOURS	DEFINITE SEPARATION
35. Refusing to submit to testing.	First time		First time	Second time
36. Testing positive			Second time	Recidivist (third time)
37. Refusing to submit to the rehabilitation program				First time
38. Abandoning or not complying with treatment			First time	Second time
39. The introduction, possession, or sale of controlled substances on the premises of the Authority or the work place is not permitted				First time

Notes:

1. The repeated violation of any one of these Rules of Conduct or several of them is evidence that the employee has not adapted to the job and does not perform his or her duties in a satisfactory manner. Therefore, any employee who receives five warnings, three suspensions or a combination of two warnings and two suspensions shall be definitely suspended from employment.
2. Any employee who as a consequence of a disciplinary proceeding has been given a warning or has been temporarily suspended from employment and pay, and who during a ten (10) year period after the imposition of the last disciplinary measure has not been the subject of another disciplinary measure nor in the process of such shall have the right to not having such disciplinary measures being considered for the purposes of the provisions of Note (1), of the Disciplinary Standards, dated January 1, 1950, in the Spanish version. This will be applicable also to the penalties that are established for cases of the illegal use of controlled substances.
3. In the event of any other inappropriate conduct that is not included in this list, corrective measures will be applied according to the importance and seriousness of the conduct.

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ARTICLE XLIV – OCCUPATIONAL HEALTH AND SAFETY (**Leave with pay is not recognized  
for Union representatives**)

Section 1. The Authority and the Union shall take the necessary and essential safety measures for the prevention of occupational accidents and diseases to ensure, as far as possible, the physical and mental health of all workers covered by this Collective Agreement.

The Authority, in turn, undertakes to distribute to each employee a manual containing the safety norms or rules applicable to their respective work areas (office workers, power generation plants,

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workshops, and field or line workers). These norms or rules shall be prepared and drafted using the laws and regulations approved by the Occupational Health and Safety Offices, at the local and federal levels, and those established by the Central Committee for Occupational Health and Safety, which is created later.

Section 2. The Authority and the Union agree to establish a Central Committee for Occupational Health and Safety (hereinafter Central Committee) consisting of four (4) representatives from the Authority and four (4) Union representatives composed of UTIER's Secretary for Health and Safety and one UTIER representative from each sector: office, power generation plant, and field. This Central Committee shall have the power to enact norms and rules on health and safety measures to avoid occupational accidents and diseases. These measures and standards shall be binding on both parties.

- A. The Central Committee may request information related to its objectives, carry out inspections at the premises of the Authority, and make recommendations for studies and others that it deems pertinent to minimize and prevent occupational accidents and diseases. Supervisors shall implement these recommendations within a reasonable time. If there is any inconvenience for it, they will submit a report explaining the situation to the Division Chief, with a copy to the Central Committee and the General Administrator of the Office for Occupational Health and Safety.
- B. The Central Committee shall hold two (2) ordinary meetings a month and such extraordinary meetings as it deems necessary to carry out its functions efficiently.
- C. The Central Committee shall receive a copy of the statistical reports of conditions served at the dispensaries of the Authority, and of all reports of serious and fatal accidents, no later than thirty (30) days after being prepared by the supervisors and the General Administrator of the Office for Occupational Health and Safety.
- D. The Central Committee will receive information on substances, materials, or equipment that involve a risk to health and safety

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as established in the OSHO Hazard Communication Regulations and a copy of all health and safety procedures applicable to the work carried out in the Authority.

- E. The Central Committee will keep up to date on the most recent studies carried out on substances, materials, or equipment that involve a risk to the physical and mental health of workers, as well as everything related to personal protective equipment and engineering controls.
- F. In the event of a serious or fatal accident, the General Administrator of the Office for Occupational Health and Safety will inform UTIER's Secretary for Health and Safety as soon as possible; likewise, he/she will notify in those cases in which he/she finds out first.
- G. A Union representative in the Central or Local Committee may be called upon to participate as an observer, if so requested by him/her, in the investigations carried out by the Authority regarding a serious or fatal accident and to contribute any information that he/she knows.

Section 3. In order to help enforce and verify compliance with the rules and regulations established by the Central Committee, Local Health and Safety Committees will be established in Commercial Districts, Technical Districts and Subdistricts, Irrigation Districts, and Transportation Workshops. These shall be composed of one (1) representative of the Authority and one (1) representative of the Union, the latter being elected by the workers of the corresponding work center.

In the cases of the Power Generation Plants, the Local Health and Safety Committees will be composed as follows:

- 1. San Juan Power Generation Plant:  
Four (4) representatives from the Authority and four (4) Union representatives (one per sector), the latter elected by the workers themselves in the sectors of Operation and Conservation; Project Administration; Warehouses; and General Mechanical Workshop.
- 2. Palo Seco Power Generation Plant:

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- Four (4) representatives from the Authority and four (4) Union representatives (one per sector), the latter elected by the workers themselves in the sectors of Operation and Conservation; Project Administration; Warehouses; and Hydro and Gas.
3. Costa Sur Power Generation Plant:  
Five (5) representatives from the Authority and five (5) Union representatives (one per sector), the latter elected by the workers themselves in the sectors of Operation and Conservation; Project Administration; Warehouses; Hydro and Gas; and General Mechanical Workshop.
4. Aguirre Power Generation Plant:  
Three (3) representatives from the Authority and three (3) Union representatives (one per sector), the latter elected by the workers themselves in the sectors of Operation and Conservation; Project Administration; and Warehouses.
5. Combined Cycle:  
Three (3) representatives from the Authority and three (3) Union representatives (one per sector), the latter elected by the workers themselves in the sectors of Operation and Conservation; Project Administration; and Hydro and Gas.

In those work centers that are not mentioned in this section, the Central Committee will have the faculty to discuss and to decide the establishment of a local committee in the same.

Section 4. The Local Health and Safety Committees shall meet once a month to fulfill their purpose and propose to the Central Committee those measures necessary at the workplace level which, because of their particularity, are not covered by the Safety Rules or have not been adopted by the Central Committee.

Section 5. In cases in which there is no agreement between the parties regarding a measure, the Local Health and Safety Committee shall send the matter to the Central Committee so that it is the latter the one to finally determine the course of action to be followed.

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Section 6. Local Committee members shall have the opportunity to participate in all occupational health and safety seminars offered by the Authority or any institution providing such services to the Electric Power Authority. For these purposes, the members of the Local Committees must request and obtain the authorization of the General Administrator of the Office of Health and Safety.

Section 7. The Central Committee and the Local Occupational Health and Safety Committees shall govern their operation according to their respective internal regulations. Such regulations may only be amended by the Central Committee. They may not alter or modify provisions contained in the collective agreement.

Section 8. Supervisors shall be responsible for enforcing and strictly complying with the rules and regulations on the prevention of occupational accidents and diseases promulgated by the Central Committee.

Section 9. All workers shall ensure their individual safety and that of their co-workers and shall comply with all safety measures.

Section 10. The Authority shall perform all safety tests and shall procure all necessary equipment for the prevention of occupational accidents and diseases required by the Department of Labor.

Section 11. The Authority shall provide workers with the safety equipment required by the laws and regulations of the relevant agencies. It is understood that workers will be required to use the safety equipment provided by the Authority in their work.

Section 12. Workers shall be obliged to notify their supervisor and the Local Committee of all unsafe conditions which they know are likely to constitute a risk to the health and safety of workers.

Section 13. The Authority shall provide to the Central Committee a copy of the specific security procedures established to carry out the different tasks.

Section 14. When the Authority conducts tests or medical examinations required by the OSHA Act on workers, a document shall be provided for them to authorize and specify with a date what is required to

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forward a copy to the Union. This Authorization will be required at each medical examination and copies of these documents will be sent to UTIER's Secretariat for Occupational Health and Safety not later than 30 days from the date of notification.

#### ARTICLE XLV - GENERAL DISPOSITIONS

Section 1. In order to maintain the good relations that must exist in the work, a mutual respect between the workers and the representatives of the Authority will be observed.

Section 2. In case of absence, the worker will inform his/her immediate supervisor and the Union representative in his/her Department by the means available to him/her within the next twenty-four (24) hours. No worker shall be deducted from his salary the amount of an excused absence, unless said worker does not have accumulated vacation time.

Section 3. For the brigade workers who do not have a fixed or defined job site, their hours begin to count from the moment they leave for the assigned place and end at the time they return to the starting point. The additional time that elapses outside of their regular schedule will be compensated to double the regular salary rate.

Section 4. All workers employed by the Authority in regular work at Operations and Maintenance must first undergo a medical examination, except in cases of emergency.

Section 5. When the need to work overtime arises, the staff of the affected section will be used by rotating the same among all workers in that section.

Section 6. When the Authority requires the services of any worker covered by this Agreement to perform work for other entities outside the Commonwealth of Puerto Rico, its regular salary rate shall be increased during his/her period outside the Commonwealth by twenty-five percent (25%) and, when working for the Authority itself outside the Commonwealth, the increase will be twenty percent (20%). The per diem allowances to be received by the worker during this period will be discussed between the Authority and the Union together with

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the worker before using his/her services. If it is determined that any item of expenditure was not correctly fixed and the worker presents evidence to that effect, the Authority will pay the worker the amount owed for that item.

Section 7. In those towns or cities where Municipal Ordinances apply to parking, the Authority will negotiate with the relevant authorities the corresponding permit so that vehicles used to restore service in the event of a fault can be parked in prohibited areas if necessary, for as long as they need to restore those services.

Section 8. In all facilities of the Authority where feasible, the Union may install, in mutual agreement with the Authority, a bulletin board to place its notices, calls, announcements, etc.

Section 9. When a non-regular worker in operation and maintenance is to be considered as an eligible candidate for probationary appointment or when a regular or special regular worker attends a physical examination by orders of the Authority, the time necessary for the round trip will be considered as worked time and he/she will be paid the transportation expenses and per diem allowances to which he/she is entitled. If the worker is hospitalized for such medical examination, he/she shall take advantage of the plan provided by the Authority for the hospitalization, medical services and dispensary services; and any payment required by the hospital or the physician on the basis of such medical examination shall be paid by the Authority. In case of being hospitalized, the worker will also be entitled to the payment of seven and a half (7½) hours at his regular salary rate for each day of hospitalization, excluding days off from his work schedule, with no charge to his vacation accruals.

Section 10. The Union may complain for justified reasons to the Authority for the actions of any of its representatives. Upon receiving the complaint, the Authority will investigate it as soon as possible, taking into account any evidence presented by the Union. If the complaint is justified, the Authority will issue charges to the employee and, if found guilty, it will impose appropriate corrective measures. The Authority shall inform the Union of the outcome of the investigation and the action taken by the Authority.

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Section 11. The Authority agrees to recommend to the Retirement System that it deducts the corresponding monthly payments of retired workers who wish to continue to be covered by the hospitalization and dispensary services.

Section 12. The Authority shall pay to Channel Operators I, Channel Operators II, and Channel Cleaners who occupy regular positions those transportation expenses incurred in making the route of their channel sections, which have been fixed to forty-five dollars (\$45.00) per month. Such employees shall not be entitled to payment of these expenses when they are absent on unpaid leave for more than fifteen (15) consecutive days within one (1) calendar month.

Section 13. The Authority shall provide, with no charge, six (6) uniforms or work clothes, once a year in June, to those regular workers that the Authority determines should be in uniform for the performance of their duties and responsibilities, which will be used exclusively during regular hours of work in their official duties.

Section 14. Workers Used in the Cleaning and Conservation of Irrigation Channels

- A. Workers who are regularly used to clean and maintain the channels of the Irrigation Systems of the southern coast, the Irrigation System of Isabela, and the Irrigation and Drainage System of the Lajas Valley shall have regular appointments. These workers, as well as non-regular workers included in the appropriate unit and used by the Authority in these activities, shall be covered by the provisions of this agreement, except as provided herein.
- B. Those regular workers covered by item A of this Section who approve the medical examination required by the Authority may prospectively become members of the Employee Retirement System of the Electric Power Authority subject to the provisions of the Regulation of said Retirement System. Every worker covered by item A of this Section that is extended regular appointment will be obligated as a condition of employment

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- to belong to the Retirement System of the employees of the Electric Power Authority.
- C. For regular workers covered by item A of this Section who are part of the conservation brigade within an assigned work zone and are regularly transported in Authority vehicles to a work site, their regular work schedule will begin at 7:00 a.m. and will end at 3:00 p.m. or at the designated times and will be granted a meal period of one (1) hour with no pay. The transportation time from the local office or meeting site to the workplace and vice versa will be included within the regular work schedule.
- D. The Authority will provide the routine implements for channel cleaning and the workers will be responsible for them.

Section 15. Considering the nature of the services provided to this Authority by the Powerline Technicians, the Executive Director shall proclaim the second working Friday of the month of February each year as the day of the Powerline Technician. Except in cases of emergency and in those cases in which the services of the technician are indispensable, these workers will be authorized to attend from 12:30 p.m. to 4:00 p.m. of that day to the acts to be held in their honor in the different dependencies of the Authority.

Section 16. The Authority shall provide the worker with the equipment deemed necessary to carry out his/her duties and he/she shall sign a receipt, and shall undertake to return said equipment or, otherwise, shall be obliged to pay for the same when he/she ceases to be employed, is transferred to another place and does not return it, or loses it. The change, return or transfer, and reimbursement of tools or lost equipment shall be carried out in accordance with the established procedure.

Section 17. In cases of hurricanes, earthquakes, or casualties, if regular workers available were not sufficient to address the emergency and the Authority was obliged to employ temporary workers for said emergency, a regular working day of eight (8) hours with a meal period of one (1) hour with no pay and a regular work schedule of forty (40) hours per week may be established for such temporary and emergency workers.

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Section 18. The parties undertake to discuss and approve security measures for the payers, which shall enter into force no later than sixty (60) days from the date of signature of the agreement.

Section 19.

- A. When a worker is interested in making use of the services provided by the Worker's Social Work Program established by the Union, he may request for this purpose time charged to his/her annual vacation leave.

This absence shall be coordinated with not less than twenty-four (24) hours in advance between the Program officers and the direct supervisor of the worker. These officers will certify the time of arrival and departure and the worker will deliver this certification to his/her supervisor upon return to work.

The supervisor may grant leave taking into consideration the length of the absence, as well as the need for the services of the employee on the job site. If it is not possible to grant the absence as requested, the supervisor will make arrangements to grant it as soon as circumstances permit.

- B. The Authority shall grant three (3) members of the Board of Directors of the Worker's Social Work Program one day per month up to a maximum of seven and a half (7½) working hours for the Board to meet at its headquarters. The time thus used will figure in payroll with the symbol of "V".

This absence shall be coordinated with not less than twenty-four (24) hours of anticipation between the Program officers and the direct supervisor of the employees. These officers will certify the time of arrival and departure and the worker will deliver this certification to his/her supervisor once he/she returns to work.

The supervisor may grant leave taking into consideration the length of the absence, as well as the need for the services of the employee on the job site. If it is not possible to grant the absence as requested, the supervisor will make arrangements

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to grant it as soon as circumstances permit.

Section 20. Powerline Technicians working in brigades will not be required to have a motor vehicle driver's license for appointment or promotion.

#### ARTICLE XLVI – ATTENDANCE AND PRODUCTIVITY BONUS

Section 1. The Authority will grant an Attendance and Productivity Bonus of up to \$400.00 to the regular and special regular workers of the powerline conservation area and the power-generation plant conservation workers that would have been employed at the close of the fiscal year and that had completed at least six (6) months of service as such at that date.

Such bonus will be paid in the first fourteen-day (14-day) period of July for each effective year of the Agreement.

Section 2. In order to be entitled to such bonus, the employee will be evaluated by the Authority in the performance of his/her functions and duties twice a year, taking into account the following factors: attendance, punctuality, productivity, efficiency, order, discipline, and performance standards. In the evaluation, the worker must obtain a rating not less than satisfactory.

The Authority shall establish a procedure for carrying out such an evaluation based on the above criteria. It will contain an appeals process.

The evaluation procedure used for the granting of this Bonus will be applicable solely and exclusively for the intents and purposes of this article. The fact that the employee has not been granted the Attendance and Productivity Bonus does not mean that the employee has violated the Rules of Conduct.

Section 3. At the end of each year during the term of this Collective Agreement, the Authority shall evaluate the improvement in attendance and productivity with a view to determining the desirability of extending this benefit to other employees of this appropriate unit.

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#### ARTICLE XLVII - COMPLIANCE WITH THE AGREEMENT

The parties note that the conversations for the negotiation of this Collective Agreement were conducted on a level of reasonableness making possible the satisfactory understanding between the parties, which has undoubtedly resulted in more cordial relations.

In the same spirit of understanding and to maintain the achievements obtained and with a clear understanding of the responsibilities contracted by each one of the parties, they mutually agree that, during the term of this Agreement, they will faithfully comply with each and every one of its dispositions and, in case of claims or controversies, they will exhaust all means provided in this agreement.

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#### ARTICLE L - DURATION OF THE COLLECTIVE AGREEMENT

The parties agree that this Collective Agreement **will be effective from August 24, 2008 through August 24, 2012.**

**This Agreement will continue in force for subsequent years, with all its properties, unless one of the parties notifies in writing to the other its desire to modify it no later than (8) months before its expiration. At the latest thirty (30) days after such notification, the party wishing to amend the Convention shall submit in writing to the other party the amendments to be discussed. The parties further agree that, should there be interest in amending the Agreement, they should begin negotiations no later than thirty (30) days after the written amendments are submitted. The parties finally agree that the provisions of the Collective Agreement for the period from August 24, 2008 through August 24, 2012 will continue in force with all their properties until a new Collective Agreement is negotiated and until the date in which the new provisions become effective.**

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